



RESIDENTIAL TERMS AND CONDITIONS 2018

DEFINITIONS

“Agreement” means the agreement between the Resident and the University comprised of the Residential Agreement and these Residential Terms and Conditions.

“By-Laws” means the document entitled “By-Laws of International House – the University of Sydney” which can be downloaded at http://sydney.edu.au/internationalhouse/documents/IH_By_Laws_2009.pdf.

“Catered Room” means a Room in respect of which catering is provided as part of the accommodation, as specified in Item 4 of the Residential Agreement.

“Check-in Date” means the Check-in Date in Item 2 of the Residential Agreement.

“Commencing Date” means the Commencing Date in Item 2 of the Residential Agreement.

“Director” means the Director of the House.

“Handbook” means the document entitled “International House Handbook” which can be downloaded at http://sydney.edu.au/internationalHouse/live_with_us/handbook/index.shtml.

“House” means International House, The University of Sydney which is a hall of residence for the purposes of clause 20 of the Residential Tenancies Regulation 2010 (NSW).

“Residential Agreement” means the Residential Agreement entered into online by the Resident which forms part of the Agreement and contains details of the Residential Period(s), the Commencing Date, the Terminating Date, the Residential Fees, the Room Deposit, other fees, the Room type and whether the Room is a Catered Room or a Self-Catered Unit.. A hard copy of the Residential Agreement will be signed by the Residence on arrival at the House.

“Residential Fees” means the fees specified in Item 4 of the Residential Agreement.

“Residential Period” means the period or periods of accommodation set out in Item 2 of the Residential Agreement.

“Resident” means the Resident defined in the Residential Agreement or anyone else occupying or at any time staying in (whether it is for one night or longer) any House accommodation, including but not limited to students, staff, conference delegates and other persons.

“Room” means the allocated Resident’s room or unit detailed in Item 4 of the Residential Agreement.

“Room Deposit” means the deposit in the amount specified in Item 3 of the Residential Agreement.



“Self-Catered Unit” means a Room in respect of which catering is not provided as part of the accommodation, as specified in Item 4 of the Residential Agreement.

“Terminating Date” means the Terminating Date in Item 2 of the Residential Agreement.

"University" means the University of Sydney.

1. ACKNOWLEDGEMENT

1.1 The terms and conditions set out herein form part of the Agreement.

1.2 The University’s contact person at the House is the Director.

2. ROOM AND ROOM ALLOCATION

2.1 The Resident is entitled to occupy the Room allocated to them and may use in common with other Residents in the House, the common areas.

2.2 The University will determine in its absolute discretion the Room to be provided to the Resident and may assign a temporary room to the Resident upon arrival.

2.3 The University may:

(a) access the Resident’s Room on the notice given and in the circumstances set out herein; and

(b) require a resident to change room or reassign a room at any time during the Residential Period.

3. TERM

3.1 This Agreement is for the Residential Period(s) set out in Item 2.

3.2 The Resident agrees to remain in occupation and pay the Residential Fees for the entire Residential Period(s) irrespective of the University’s lecture and/or examination timetable.

3.3 If the Resident wishes to take occupation prior to the Commencing Date, and the Director agrees to early occupation: (a) this Agreement begins on the date that the Resident first takes occupation, which date will become the new Commencing Date; and (b) additional fees will apply from the date of first occupation until the start date of the Residential Period and the Director will provide details of such additional fees prior to the Resident taking occupation.



- 3.4 If the Resident wishes to continue to occupy outside of the Residential Period(s) and the Director agrees to such occupation, additional fees will apply and the Director will provide details of such additional fees prior to the Resident taking occupation.
- 3.5 The University may, in its sole discretion, agree to defer the Commencing Date by no longer than one Residential Period.

4. FEES AND ROOM DEPOSIT

- 4.1 The registration fee is payable each time the Resident requires a new or amended residential agreement.
- 4.2 If, and only if, the Room is a Catered Room (as specified in Item 4 of the Residential Agreement), the Residential Fees include twenty-one meals per week. No allowance or rebate will be made for missed meals or meals not taken.
- 4.3 On and from the Commencing Date, the Resident must pay the Residential Fees in advance:
 - (a) by Visa or Mastercard unless otherwise approved by the Director;
 - (b) subject to clause 4.3(c), at least 14 days before the commencement of each Residential Period;
 - (c) if the Residential Agreement is entered into less than 14 days before the commencement of the relevant Residential Period, within 5 business days of entering into the Residential Agreement online;
 - (d) if the Room is a Catered Room, unless otherwise approved under clause 4.5, for the entire Residential Period.
 - (e) if the Room is a Self-Catered Unit, in monthly instalments at least 28 days in advance.
- 4.4 If the Residential Fees are not paid by the due date:
 - (a) a late payment fee of \$50 will be charged;
 - (b) a further late payment fee of 1% of outstanding fees per month will be added to the Resident's account until such time as the account is paid in full; and
 - (c) if the Fees are not paid within 28 days of the due date, the University may terminate this Agreement under clause 16.1 (d)



- 4.5 If the Room is a Catered Room and, therefore, the Residential would usually be required to pay the Residential Fees for the entire Residential Period, the Resident may request, and the Director may approve, special consideration that the Resident make advance payments of no less than 28 days, provided that the first payment is made within 5 business days after the first day of the Residential Period. Applications for such special consideration should be made via the 'Request to pay in instalments' form prior to entering into the Residential Agreement setting out relevant information (for example, financial resources and/or documented evidence of scholarship payments, stipends, loans, etc.).
- 4.6 Notwithstanding any other provision in this Agreement, the Council of International House, under the provisions of By-Law 7, may increase fees or charges at any time if it considers that circumstances make this necessary or desirable. Any increase will be advised to the Resident in writing.
- 4.7 Any Room Deposit will be refunded to the Resident on the recommendation of the Director within 30 days (or within a reasonable period subject to the University receiving the correct bank details of the Resident) after the Resident's departure from the House after the end of the Residential Period(s). If the Resident intends to return to the House for the following year, the House will retain the Room Deposit and it will become the room deposit for the following year. Outstanding fees, fines, debts incurred due to non-payment of fees, costs incurred in collection of debts, and/or the costs of any additional cleaning, rubbish removal, damage or loss to the House for which the Resident is responsible will be deducted from the Room Deposit before reimbursement.

5. ROOM FURNISHINGS

Catered Rooms

- 5.1 Clauses 5.2 to 5.5 apply if the Room is a Catered Room.
- 5.2 Rooms are furnished with built-in wardrobe, fitted carpet, window covering, desk, chair, reading lamp, shelving, noticeboard, waste bin, heater, fan, bed base and mattress, doona (quilt) and 2 pillows.
- 5.3 The House provides the following linen: 2 bed sheets, 2 pillow cases and 1 doona cover.
- 5.4 The Room is cleaned once every two weeks (excluding Public Holidays) and changeover of sheets and pillowcases is provided.
- 5.5 Residents are responsible for the laundering of their doona (quilt) cover.



Self-Catered Units

- 5.6 Clauses 5.7 to 5.8 apply if the Room is a Self-Catered Unit.
- 5.7 Units are furnished with built-in wardrobe(s), fitted carpet, window covering(s), desk or table(s), chair(s), reading lamp, shelving, noticeboard, waste bin, heater/fan, bed base(s), and mattress(es), doona(s), quilt(s) and covering(s), spare doona(s), quilt(s), covering(s) and pillow(s).
- 5.8 The House provides the following linen: sheets, pillow cases(s), doona(s), and doona cover(s). There is a complimentary changeover of sheet(s) and pillow case(s) provided on a weekly basis. Residents are responsible for the laundering of the doona (quilt) cover(s). Additional towels are not provided.

6. ACADEMIC STATUS

- 6.1 In order to be and remain a resident of the House, the Resident must be either:
- (a) accepted for study at and remain an enrolled full-time student of the University and the Resident's primary occupation must be and remain that of student; or
- (b) accepted to work at (including as a visiting scholar or visiting academic) and remain a staff member of the University and the Resident's primary occupation must be and remain that of a staff member of the University. In this instance a letter from the relevant Faculty is required as proof of employment or affiliation with this University.
- 6.2 If there is any change in academic or occupational status of the Resident, the Resident shall immediately notify the Director.
- 6.3 If the Resident is found to have withdrawn or ceases to be enrolled, this will result in termination of this Agreement by the University, the Room Deposit will be forfeited and all Residential Fees for the remainder of the Residential Period must be paid in full prior to departure. This clause 6.3 applies only to Residents who are students of the University.

7. ACADEMIC PROGRESS

- 7.1 The Resident acknowledges that the House is a community of scholars that strive for high academic standards. All residents are expected to maintain good academic progress. Continued academic failure or non-progression of academic course may result in the termination or non-renewal of the residential agreement.
- 7.2 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 House. The Director (or delegate) will not be required to separately obtain the Resident's consent or authorisation in this regard.



7.3 The Director will ensure these results are:

(a) only available to view by the Senior Staff of the House and not disclosed to or available for viewing by anyone else unless required to do so by law;

(b) kept in a secure place;

(c) retained only for the period of the Resident's stay in the House; and

(d) destroyed when the Resident leaves the House.

7.4 Without limiting its other rights under the Agreement, the University is entitled to withhold from the Resident any or all academic results until the Resident remedies any breach of the Resident's obligations under the Agreement including non-payment of fees.

7.5 This clause 7 applies only to Residents who are students of the University.

8. BY-LAWS AND REGULATIONS

8.1 The Resident confirms they have online access to and have read the By-Laws and Handbook.

8.2 The Resident will comply with all of the terms, rules and regulations set out herein and in the Residential Agreement, the Handbook and the By-Laws, as well as all guidelines and requirements now or hereafter in force in the House by authority of the University, the Council, or the Director.

8.3 If the conduct or behaviour of the Resident is considered by the Director to be in breach of any of the terms, rules and regulations set out herein or in the Residential Agreement, the Handbook and the By-Laws, or any IH guidelines and requirements now or hereafter in force in the House, or contrary to the interests of the House, the Residential Agreement may be terminated.

8.4 Failure by the Resident to comply with all of the terms, rules and regulations set out herein or in the Residential Agreement, the Handbook and the By-Laws, as well as all guidelines and requirements now or hereafter in force in the House, or to comply with the reasonable expectations of the House, will be taken into account in relation to, and may jeopardise, future applications for membership of, or residency in, the House at any time.

9. NO TENANCY

9.1 The Resident acknowledges that the rights conferred on them by this Agreement are limited to the right to occupy their Room as a resident only for the Residential Period(s);



9.2 This Agreement does not confer on the Resident the rights of a tenant under a residential tenancy agreement and the Residential Tenancies Act 2010 (NSW) does not apply to the Agreement;

9.3 The Resident does not acquire any legal interest in their Room, the furnishings or any other part of the House; and

9.4 The University retains dominion and control over the House at all times.

10. RESIDENT'S MAIN OBLIGATIONS

The Resident must:

10.1 pay all fees as required under this Agreement;

10.2 maintain their Room in a clean and tidy manner;

10.3 not make any alterations to their Room or remove any of the furnishings provided;

10.4 not use any open flame devices such as candles or incense;

10.5 not use any heating equipment other than provided by the House;

10.6 keep the common areas free of the Resident's personal possessions;

10.7 use their Room solely for the purpose of living accommodation and shall not carry on any profession, trade or business on the premises or use the House's address as a place of business;

10.8 keep any property of the House, whether contained within their Room or elsewhere in the House, in a clean and tidy manner and free from any damage;

10.9 only use property of the House for the purposes it was intended;

10.10 not possess or consume alcohol if under the age of 18 years and must not distribute alcohol to anyone under the age of 18 years;

10.11 not assign or sublet their Room to any other person at any time;

10.12 be responsible for the behaviour of any guests;

10.13 follow all instructions regarding fire evacuation and emergency procedures;

10.14 notify the Director immediately if any of the property of the House is damaged or lost;



- 10.15 pay on demand any expense incurred if the Resident or their guest damages their Room or any of the property of the House or the University or leaves them unclean;
- 10.16 allow the Director access to their Room at all reasonable times for the purpose of inspection. The Resident will, where possible, receive at least 24 hours' notice of any intended inspection;
- 10.17 not reproduce any keys, swipe cards or other security devices, or use any devices to access their Room or the House without the approval of the Director or the University;
- 10.18 not bring or store any dangerous or illegal substance in their Room or the House;
- 10.19 not keep any pets in their Room or the House;
- 10.20 not cause any excessive noise or any unreasonable nuisance to fellow residents or neighbours;
- 10.21 not engage in any anti-social behaviours such as verbal or physical assault or harassment or bullying;
- 10.22 comply with the University's policies available at <http://sydney.edu.au/policies/> including:
 - (a) the University's smoking policy by not smoking any substance anywhere in the House buildings or in areas that are not deemed as designated smoking areas;
 - (b) the University's alcohol policy; and (c) the University's ICT policies;
- 10.23 be responsible for the payment of any fee charged for the activation of the fire alarm whether accidental or deliberate. The call out fee of the NSW fire brigade is currently \$1,500;
- 10.24 pay an additional fee to cover fair wear and tear of the carpet if a resident chooses to purchase and have a bar fridge in their Room as set out in the Handbook; and
- 10.25 notify the Director immediately if they have a highly infectious disease, a head injury or an injury that will impair ability to evacuate the House in an emergency; and
- 10.26 notify the Director if they have been prescribed medical advice that may be relevant to their ability to live within the House, care for themselves and/or participate in the life of the House, and comply with any such advice.

11. CCTV CAMERAS

- 11.1 CCTV cameras are installed and used in the common areas of the House.
- 11.2 The Resident acknowledges that they may be filmed by the CCTV cameras in the common areas of the House.



11.3 The University confirms that any personal information collected by the CCTV cameras will be handled in accordance with the University's Privacy Management Plan available at http://sydney.edu.au/arms/privacy/privacy_mgmt_plan.shtml

11.4 The Resident consents to the use of the CCTV cameras in the common areas of the House.

12. SERVICES

12.1 Unlimited Wi-Fi connection is available in all rooms.

12.2 The Resident is not entitled to any reduction in the fees payable in the event that any of the services provided by the House are temporarily interrupted or replaced with alternative services.

13. PERSONAL EFFECTS

13.1 The University is not responsible for any loss or damage to any of the Resident's personal effects, including baggage, clothing, IT equipment, white goods or valuables.

13.2 All personal effects, including baggage, clothing, IT equipment or valuables, must be removed from the House upon the resident's final departure from the House. Failure to remove any items will incur a removal and disposal fee. See the Handbook for further details.

14. ARRIVAL

14.1 The Director will hold the Room allocated to the Resident until the first day of the Residential Period provided the Resident has paid all upfront fees referred to in the Residential Agreement.

14.2 New Residents must arrive by the first day of orientation in their first semester, stipulated as the Check-in Date in Item 2 of their Residential Agreement 7

14.3 If the Resident fails to check-in on or after the first day of the Residential Period or their scheduled Check-in Date, the reservation will be cancelled and the Room Deposit forfeited.

14.4 Check-in time for Residents is 2pm or thereafter on the Check-in Date. In some cases Residents may be able to check-in before 2pm on their check-in date and they should enquire prior to check-in date.



15. TERMINATION BY RESIDENT

15.1 If the Resident wishes to terminate the Agreement before the start of the Residential Period:

(a) the Resident must give written notice of at least the applicable notice period specified in Schedule 1 and the Agreement will terminate on and from the end of that notice period;

(b) certain fees already paid by the Resident will be refunded by the University if specified in Schedule 1; and (c) the Resident must pay the applicable cancellation charge specified in Schedule 1.

15.2 The parties acknowledge and agree that the applicable cancellation charge specified in Schedule 1 is a genuine pre-estimate of the University's loss as a result of the termination.

15.3 If the Resident terminates the Agreement after the commencement of the Residential Period:

(a) as specified in Schedule 1, the Resident must give the University at least four (4) weeks written notice;

(b) the Room Deposit will be forfeited;

(c) subject to clause 15.4 all fees for the remainder of the Residential Period will be payable by the Resident regardless of whether the fees have been paid in advance for the entire Residential Period under clause 4.3(d) or are being paid by instalments under clause 4.3(e) or clause 4.5; and

(d) the University may select and approve a replacement resident from the House's waiting list, however nothing in this clause will oblige the University to seek, select or agree to any replacement resident.

15.4 If a replacement resident is selected and approved by the University under clause 15.3(d), then:

(a) on and from the date that the replacement resident commences paying a residential fee in respect of the Room, the Resident will be released from the obligation under clause 15.3(c) to pay all fees for the remainder of the Residential Period; and

(b) in the sole discretion of the Director, the Resident may continue occupying the Room until the date it has paid fees up until and/or an earlier date as notified by the Director.



16. TERMINATION BY UNIVERSITY

16.1 The University may terminate the Agreement by giving 48 hours' notice in writing to the Resident if:

(a) the Resident breaches any obligations of the Resident under the Agreement and:

(i) the breach is, in the Director's reasonable opinion, not capable of being remedied;

or

(ii) the Director considers that the continued occupation of the Room by the Resident poses a serious threat to the safety, welfare or quiet enjoyment of the other residents or staff;

(b) the Resident ceases to be a student of the University or a staff member of the University as required under clause 6;

(c) the Resident has breached any obligation under the Agreement and has failed to remedy that breach after receipt of written notice from the Director stipulating the breach and requiring it to be remedied within a specified time frame (which must be a reasonable time frame having regard to the nature of the breach); or

(d) the Resident fails to pay any fees or other monies due under this Agreement within 28 days of the due date for payment.

16.2 If the Agreement is terminated either under By-Law 26 or clause 16.1, the Room Deposit shall be forfeited and all Residential Fees for the remainder of the Residential Period will be payable by the Resident.

16.3 The University may terminate the Agreement by giving at least two months' notice in writing to the Resident if the University intends to repair, refurbishment, renovate or demolish the House

17. TERMINATION GENERALLY

17.1 This Agreement shall conclude on the Terminating Date, but may be terminated earlier as set out in clauses 15 and 16.

17.2 On the Terminating Date (or other earlier date referred to in a notice of termination) the Resident must: (a) vacate by 10:00am or another time as specified in any notice of termination; (b) a late fee of \$50.00 will apply for departure after 10:00am on the departure date and failure to return the keys; (c) leave the Room in a clean and tidy state and remove all personal effects as required in clause 13.2; and (d) return all keys or other security devices.



17.3 If, in the Director's reasonable opinion, the Room has not been left in a clean and tidy state or has been damaged, the Director may apply part or all of the Room Deposit towards cleaning and/or repairing the Room.

18. TERMINATION OR SUSPENSE DUE TO ILLNESS

18.1 The University may terminate or suspend the Agreement if, in the reasonable opinion of the Director, the Resident's health prevents the Resident from being able to continue to live within the House due to an inability to care for themselves and participate in the life of the House or due to the disruption caused to other Residents or for any other reason. If required, the Director will obtain advice from a University appointed medical practitioner to confirm the Director's opinion. If the Agreement is terminated or suspended under this clause, the Room Deposit will be forfeited and the Resident will be entitled to a refund of any Residential Fees paid in advance for the period between the Resident's departure and the Terminating Date.

19. HOSPITALISATION

19.1 If the Resident is hospitalised during the academic year the Director will provide the Resident with a full rebate of Residential Fees for the hospitalisation period provided the period of hospitalisation is for seven or more consecutive days but only up to a maximum of 4 weeks per academic year. A medical certificate must be provided.

20. NOTICES

20.1 Without limiting the manner in which the University may give a notice to or otherwise communicate with the Resident, any notice which the University wishes to give to the Resident will be taken to have been properly given if it is left for the Resident at the Resident's Room addressed to the Resident and/or by way of email using the Resident's University's email address.

20.2 Where the Resident is required to give a notice to the University, unless otherwise expressly specified, the Resident must give the notice to the Director in writing.

21. GST

21.1 In this clause: 'GST' means 'GST' as defined in A New Tax System (Goods and Services Tax) Act 1999; 'Input Tax Credit' means 'input tax credit' as defined in section 195-1 of A New Tax System (Goods and Services Tax) Act 1999; 'Payment' means the amount of any consideration payable by the Resident for any supply made under or in connection with this Agreement.

21.2 In addition to any Payment due under the Agreement, the Resident must (except where the Payment is expressed to include GST) pay the University an amount or amounts equal to any GST which the University is or becomes liable to pay for any supply made under or in connection with the Agreement.



21.3 The Residential Fees include both the accommodation fee and services fee. The University will provide the Resident with a tax invoice within 1 month of the due date of the payment setting out the split between the GST free accommodation fee and GST included services fee.

21.4 Despite any other provision of the Agreement, if a Payment due is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the payment shall exclude any amount for which the other party is entitled to claim an Input Tax Credit.

22. LEGAL COSTS AND EXPENSES

22.1 The Resident must pay any legal costs and other expenses which the University incurs in connection with any breach by the Resident of its obligations under the Agreement. Such amounts are to be paid when requested by the University and/or deducted from the Room Deposit.

23. PRIVACY STATEMENT

23.1 The personal information the Resident provides to the University will be used in order to facilitate his/her residency at the House as well as to maintain contact and keep the Resident up-to-date with information about the House and the University, their services, events and achievements whilst they are in residence and once they leave the House. The Resident should contact the University at ih.info@sydney.edu.au if he/she has any questions regarding the information held and how it will be used.

23.2 By entering into the Agreement the Resident consents to:

(a) their photograph, Room number and telephone extension being displayed in International House's main secure foyer area; and

(b) their personal information being passed on to both the Sydney University International House Alumni Association ("SUIHAA") and the International House Members' Association ("IHMA"), of which the Resident will become a member by residing at the House, and understands that it may also be passed on to groups affiliated with the House and the University, such as other alumni associations, foundations (local and overseas), Sydney University Sport and Fitness, the University of Sydney Union and other residential colleges; and

(c) following their residency at the House, the inclusion of their name on SUIHAA's secure website. Privacy settings may be accessed by alumni on the website to remove their name from the site or to change the information to be received by the alumnus/alumna.



23.3 The University is subject to the NSW Privacy and Personal Information Protection Act 1998 (NSW) and abides by the Act. The University's Privacy Management Plan, produced in accordance with section 33 of the Act, contains the University's Privacy Policy and how it will be translated into the University's business practices.

The Privacy Management Plan is available online at:
http://sydney.edu.au/arms/privacy/privacy_mgmt_plan.shtml

24. PHOTOGRAPHS, FILMING AND RECORDING DEVICES

24.1 The Resident acknowledges that from time to time the House and the University may take photographs or record and reproduce on film or tape or by other means, the Resident participating in the life of the House. This could include organised or non-organised activities both in and outside of the House (the 'Recording').

24.2 The House and the University may want to use the Recording to produce promotional material for advertising and marketing purposes.

24.3 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 House, permitting the University to use any Recording for promotional materials by any means including publishing the Recording in all forms of media (including social media) throughout the world for educational promotion, advertising and marketing related to the House and the University. The Resident may withdraw their consent at any time by notification in writing to the House.

24.4 Residents (and their guests and visitors) must not:

(a) 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

(b) film or record in or into any part of a Room or the House without the House's prior approval.

Circumstance	Notice period	Fees refundable				Cancellation charge
		Registration fee	IHMA and SUIHAA fees	Room deposit	Residential fees for remainder of residential period	
Domestic and international students: Agreement signed but Residential Period not commenced	7 weeks prior to commencement of Residential Period.					\$200
Domestic and international students: Agreement signed but Residential Period not commenced	Less than 7 weeks prior to commencement of Residential Period.	No	Yes	Yes	Yes, if already paid	\$1,000
Domestic student only: Agreement signed but applicant does not receive an offer from the University of Sydney	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	Yes	Yes, if already paid	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	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	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 the Residential Period. 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	Yes	Yes, if already paid	None, unless required notice and/or support documentation is not given, in which case \$1,000 charge applies.
Domestic & international students: Residential Period commenced	4 weeks	No	No	Yes, unless all or part of it is forfeited under clause 4.7, 16.2, 17.3 or 22.1	No, unless clause 15.4 applies, in which case any Residential Fees paid in advance for the period between the Resident's departure and the Terminating Date will be refunded on and from the date the replacement resident commences paying a Residential Fee	None, unless clause 15.4 applies, in which case \$1,000 charge applies.