

LICENCE AGREEMENT

Academic Term

This Deakin University (the 'University') Licence Agreement ('the Agreement') is made up of the following parts:

- Conditions of Licence: containing the conditions which must be observed by the parties to the Agreement; and
- The University's formal offer of residence in the building and adjacent grounds designated by the University as student residential accommodation (the 'Residence') to an applicant (the 'Licensee') and formal acceptance by the Licensee. Once the Agreement is signed by the Licensee and the University's authorised officer, there is a legally binding contract between the parties on the terms and conditions set out in this Agreement.

CONDITIONS OF LICENCE

1. **Occupancy Rights**

Subject to the provisions of this Licence Agreement (the 'Agreement'), the University grants to the Licensee during the continuance of this Agreement, a licence to occupy and/or use:

- 1.1 the furnished room allocated on arrival, or such other furnished room as may be allocated to the Licensee by the University. The local Residence Manager (the 'Manager') reserves the right to change the room allocated under this licence to a different room at any time at his/her discretion.
- 1.2 those items contained in the above as detailed in the Inventory referred to herein (clause 7);
- 1.3 in common with other occupants, the bathrooms, toilets, kitchens, laundry facilities, common rooms, passageways and stairs in the Residence in which such facilities are contained, and the grounds relating to the Residence;
- 1.4 the Residence as a lodger only. The Licensee has no right to exclusive occupation of any portion of the Residence. The Licensee shall acquire no estate, right, title or interest in the same other than as Licensee.

2. **Period of Occupancy**

Subject to compliance with the provisions of this Agreement, the Licensee shall have the occupancy rights set out in Clause 1 for the period specified in Item 2 of the Offer of Residential Accommodation (the "Offer") attached, unless either party terminates this Agreement in accordance with the conditions stated in clauses 27 and 28.

3. **Residence Acceptance Payment**

In order to accept the residential place offered through this Agreement an *Acceptance Payment*, of the amount specified in item 3 of the Offer, must be paid to the University by the Licensee by the date specified. \$100.00 shall be forfeited to the University as an administration fee should the Licensee, for any reason, terminate the Agreement prior to the commencement of the Period of Occupancy.

4. **Residence Fees**

The Licensee is required to pay the charges for accommodation and ancillary services ('Residence fees and charges') as specified in the *Residence Fees Payment Schedule*, for the period of occupancy indicated in item 2 of the Offer. The Licensee shall pay to the University the balance of the Residence fees according to the preferred option selected in item 4 of the Offer.

Residence Fees are in payment for the accommodation set out in clause 1 and for the following services, which are provided as single package and not negotiable as individual amounts:

4.1 **Meals (Geelong and Warrnambool only)**

The provision of those meals provided for the Licensee during the period of occupancy as part of each Residence program and as detailed in the respective meals calendar for each Residence. Unused "resi dollars" will expire at the end of the agreement period, with no refund, unless vacating prior to the end of the agreement.

4.2 **Pastoral care and living/study environment**

The provision of pastoral care and the on-going development of a 'Living and Learning environment';

4.3 **Academic assistance programmes**

Access to academic assistance through participation in structured Residence programs;

4.4 **Computer and web access**

Access to personal data points with University network and World Wide Web availability;

4.5 **Residential activities and programs**

The partial financing of organised groups concerned with sporting, social, marketing and media activities, arts and culture, health and safety programs;

4.6 **Cleaning services**

The regular cleaning of common living areas and facilities;

4.7 **Security services**

The provision of regular security services;

4.8 **Telephone access**

Access to a personal telephone to accept incoming calls and dial within the University. The Licensee's account shall be debited for any other telephone charges incurred by the University.

5. **Other Charges**

The Licensee shall pay any other charges for which he/she may be invoiced separately before, during or at the completion of the period of occupancy. Such charges may be for disciplinary fines, cost of attendance of fire brigade for irresponsible behaviour associated with fire safety equipment, cost of repairs caused by either individual or group damage to a residential Unit, cost of specific loss of property, or cleaning or other services as advised in writing by the Manager. Administration charges apply for early arrival and late departure. No credit adjustment will be given for late arrival or early departure. The University reserves the right to apply other charges to those already specified, and justification for such charges will always be fully explained in writing by the Residences office before they are debited to the Licensee and before payment is sought.

6. **Overdue Payments**

Residence Fees payments shall be deemed overdue when they are not paid according to the terms set out in the *Residence Fees Payment Schedule*. Any Overdue Payment notices from the University, or its authorised agents, to Licensees who have defaulted on their agreed payments without a written explanation acceptable to the Manager, may incur charges and or/suspension of their meals package until all fees owing are paid (applicable to Geelong and Warrnambool only). Residents who have not paid all Residence fees and other charges debited to them will be placed on the University encumbrance list until all debts are cleared. The Agreement shall

terminate if any fees or charges due remain underpaid for a period of 28 days. Names of Licensees who have not paid all Residence Fees and other charges debited to them will be placed on the University restriction list until all debts are cleared (cf. Regulation 6.1(1) - Fees and charges - Students).

7. Inventory and Room Condition Report

The *Inventory and Room Condition Report* contains lists of items handed to and taken over by the Licensee. The Licensee is required to acknowledge having been issued with the items listed in the said documents. Unless reported to the Manager within the first week of occupancy, the room and its contents shall be deemed to be received in proper condition. Throughout the period of occupancy, the Licensee shall maintain all amenities, fixtures, fittings and furniture contained in and including the physical building that the Licensee's keys give them access to ('the Unit') in the same condition or state of repair as at the date of commencement of occupation, defects and damages caused by fair wear and tear always excepted. The Licensee will be responsible at the conclusion of the period of occupancy for the return of the items so issued, in a condition acceptable to the Manager.

8. Payment and Repair of Damaged Property

The Licensee shall be responsible for the cost of any repairs to or replacement of any part of the Residence, the fittings, fixtures and furnishings therein, the gardens or any other article provided by the University, damages caused by fair wear and tear excepted. The Licensee shall be responsible for any damage caused by any visitor or guest invited into the Residence by the Licensee. The University reserves the right to determine the cost of repairing such damage on the assessment of the Manager or relevant nominee.

Where damage to any common area within a Unit cannot be attributed to any individual, all occupants of the Unit will be charged that portion which, in the opinion of the Manager (or nominee) is fair. The Manager may at his/her discretion utilise funds from the *Building Maintenance Levy* account at any time if damage is unattributable to any person or persons. The Licensee shall notify the Residential Assistant and/or the Residences office as soon as is practicable of any damage sustained to University property.

9. Rules and Regulations

The Licensee shall be subject to and shall comply with all laws in force in the State of Victoria and with:

9.1 All Statutes and Regulations of the University, including but not limited to Regulation 4.1(1) Student Discipline;

9.2 All Residences rules and procedures as detailed in the *Deakin University Residences Handbook* (refer to website www.deakin.edu.au/residences);

9.3 All policies and procedures as laid down by the University from time to time with respect to the Residence;

9.4 All reasonable orders and directions given by Residences staff.

10. Cleanliness

The Licensee shall be responsible for maintaining a standard of cleanliness and tidiness acceptable to the Manager in their room and Unit, except to the extent that the University is responsible for cleaning. Where the Licensee fails to maintain the required standard of cleanliness in their room or Unit, the Manager may at his/her discretion impose a weekly cleaning service and subsequent charges on the Licensee or Licensees in the interest of general hygiene standards within the Residence. Where a cleaning service is imposed, the Licensee shall permit cleaners to access the room during normal business working hours of the University staff.

The Licensee shall at all times observe socially acceptable hygiene practices in all areas of the Residence, refrain from discarding rubbish indiscriminately within the area of the Residence, follow established procedures for the maintenance of acceptable standards of hygiene and good order in the kitchen, bathroom and other common areas of the Residence.

11. Authorisation for Room Access by University Staff

The Licensee shall allow the Manager or members of the University staff authorised by the Manager, to enter Units and/or rooms for the purposes of inspection, renovation, removal of furniture and cleaning at all reasonable times. For these purposes the Manager shall hold the necessary keys.

Where the Manager deems it necessary to enter and/or search a room *without* notice the following criteria shall apply:

11.1 There has been a clear indication or reasonable grounds to believe that there is a likelihood of risk to either the Licensee, another person or University property; and/or

11.2 The Licensee has been reported absent after an expected return to the Residence for 48 hours and has not advised the Residences office of their intended absence;

11.3 There has been a violation of Residences policies or rules, University Statutes or regulations or state or federal laws;

11.4 Scheduled or emergency maintenance of the room is required;

11.5 In the event of a room being unlocked without notice there will always be two staff present.

12. Environment of the Residence

The Licensee shall not cause nor permit the Residence or the surrounding grounds to be used or occupied in any way or for any purpose which causes or is likely to cause unreasonable nuisance to or interfere with the peace, comfort and privacy of any other Licensee or person in or near the Residence. The Licensee shall not conduct a business of any kind in the Residence, nor engage in any illegal, riotous or noisy conduct, practices, or behaviour which may bring the reputation of the University into disrepute or is in the opinion of the Manager, prejudicial to the well being of the residents.

13. University Policy towards the Person and Personal Effects of the Licensee

The University, through its *Residential Support Team*, is concerned for the physical welfare and academic progress of the Licensee, but does not accept any legal responsibility for either of these matters. There is an onus on the Licensee to advise the Residences office of any special needs that they may have and make any necessary arrangements for accommodation prior to accepting the offer of residence.

The University will provide normal maintenance and security of the University property and facilities but does not accept responsibility for the supervision or security of the personal effects of the Licensee. The University shall not be liable for any loss of valuables or personal belongings kept in the Unit which shall remain at the sole risk of the Licensee.

Deakin University Residences has insurance coverage for the Licensee's personal effects and property whilst living in Residence. The Policy covers the Licensee's property against fire, explosion, malicious acts, theft from forcible entry and fusion. (refer to website www.deakin.edu.au/fbsd/insurance/index)

14. Keys and Security

Any keys issued to the Licensee are to remain in the custody of the Licensee at all times and are not to be lent to any other person. If the Licensee loses any or all of the keys so issued, the Licensee shall report the matter immediately to the Residences office or the Manager. Any Licensee who loses their Unit key will be invoiced for the cost of a replacement lock and new Unit keys for all occupants of the Unit.

15. **Subletting**
The Licensee shall neither assign nor sublet the rights or benefit of this Licence, or use the Residence other than for the purpose of a private Residence. The Licensee shall not permit other people to occupy their room or Unit other than in accordance with clause 16.
16. **Visitors and Guests**
The Licensee shall at all times observe the Visitor and Guest policy as detailed in the *Deakin University Residences Handbook* (refer to website www.deakin.edu.au/residences). The following conditions also apply:
16.1 The Licensee shall be liable for a \$50.00 fine if any unauthorised guest or visitor is present after the curfew;
16.2 The Licensee may request to have a specified number of guests for a maximum number of nights per week. The University reserves the right to charge an amenity fee to anyone staying more than three nights in a 7 day period, refer to the procedures set out under 'Visitors and Guests' in the *Deakin University Residences Handbook* (refer to website www.deakin.edu.au/residences) and specific campus guidelines;
16.3 A guest must be accommodated in the Licensee's room, and not the lounge room or any other common area. No furniture, pillows or other contents of the lounge room or other common area can be taken into the Licensee's room to accommodate guests;
16.4 The Licensee is responsible for the behaviour and conduct of their guest. The Licensee is liable for any costs as a result of damage to University property by a visitor or guest staying with them;
16.5 The Residential Management Team reserves the right not to allow a person to stay as a guest, and to limit the number of occasions that a Licensee may apply for a guest to stay.
17. **Pets and Infestations**
The Licensee is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Residence, guide dogs excepted. The Licensee will be responsible for the costs of extermination for any infestations attributable to the Licensee.
18. **Dangerous Goods**
The Licensee shall not bring into the Residence any explosive or combustible materials, firearms (including replica firearms), spear guns or other offensive weapons.
19. **Fire Safety Systems**
All fire safety systems and equipment are audited regularly to check for tampering or faults. Any resident found to have tampered with fire safety equipment will be subject to disciplinary action and will be liable for the cost of repair/replacement of such equipment and any attendance of the CFA or MFB (if applicable). The resident responsible for a fire unit(s) calls out shall be liable for the cost and in cases where no individual is identified the Residence manager reserves the right to apportion the cost across all the residents of the unit involved.
20. **Smoking**
Smoking is prohibited in all University buildings and rooms. Where there is reasonable evidence that a Licensee has been smoking in their Unit /room, they will be liable for the costs of returning the Unit /room to a satisfactory state and will be subject to disciplinary action. Should the Fire Brigade attend an alarm triggered by smoking; the resident concerned will be liable for their attendance charge.
21. **Decoration and/or Alteration of Units and/or Rooms**
The Licensee shall not make or cause to be made any alteration to the Unit or to any part of it. The Licensee shall not inscribe on, or affix to the Unit or allow to be placed on any part of the Unit any boarding, writing, signs or other similar matter that will or may likely cause damage to the Unit. The Licensee shall not affix anything to any part of the Residence, with the exception of posters which may be placed on walls in common areas and rooms with removable adhesive. Any damage caused by these materials will be charged to the Licensee's Residence account.
22. **Disputes and Grievance Procedures**
Any grievances or disputes regarding any decision or mode of acting by a Residences staff member in the enforcement of any of the Conditions of the Agreement should be dealt with in accordance with procedures as published in the *Deakin University Residences Handbook* (refer to website www.deakin.edu.au/residences).
23. **Expiry of Agreement**
The date and time that the Licensee must vacate the Residence is specified in item 2 of the Offer. The Licensee shall return all keys and vacate the room and the Residence grounds by this date and time. A late departure fine of up to \$50.00 per hour may be applied to those who do not cooperate with this requirement.
24. **Access to Academic Results**
The Licensee hereby consents to the Manager (or authorised nominee) accessing academic results for the purposes of reselection, academic counselling and assistance, and the determination of scholarship winners. Student records will be stored, used and destroyed in accordance with Division of Student Administration guidelines.
25. **Breach of Agreement Conditions**
In the event of an alleged breach of this Agreement, the Manager may at his/her discretion:
26.1 Deal with breaches according to guidelines and procedures as published in the *Deakin University Residences Handbook* (refer to website www.deakin.edu.au/residences); or
26.2 Refer the matter to an authorised officer pursuant to Regulation 4.1(1) Student Discipline;
26. **Revocation of the Agreement by the Licensee**
The Agreement may be terminated before the end of the period of occupancy by agreement between the parties under the following conditions:
26.1 Where it is no longer possible for the Licensee to reside in Residence due to medical or other exceptional reasons. The Licensee is:
26.1.1 Required to notify the Residence office via an *Intention to Vacate Form (ITVF)*;
26.1.2 Required to provide evidence of the medical or exceptional circumstance acceptable to the Residence Manager;
26.1.3 Required to vacate the Residence on or prior to the departure date specified on the *ITVF* lodged with the Residences office. The departure date must fall on a Friday;
26.1.4 Charged for Residence Fees up until the departure date specified on the *ITVF*;
26.1.5 Given credit for Residence Fees paid beyond the departure date. Credit will be calculated after adjustments are made for forfeiture of the yearlong occupancy discount.

- 26.2 Where the Licensee is graduating from their course, or has been granted a deferral from their studies, or is withdrawing from the University. The Licensee is:
- 26.2.1 Required to notify the Residence office via *ITVF* within two working days of notifying the relevant faculty. Failure to do so may result in a \$150.00 fine being debited to the Licensee's account. Four weeks notice of departure is required but if the resident is deferring or withdrawing from their course he/she must vacate within 48 hours of advising the University.
 - 26.2.2 Required to vacate the Residence on or prior to the Friday following the departure date specified on the *ITVF* lodged with the Residences office.
 - 26.2.3 Charged for Residence Fees up until the last day of the notice period specified on the *ITVF*;
 - 26.2.4 Given credit for Residence Fees paid beyond the Friday following the departure date specified in the *ITVF*. Credit will be calculated after adjustments are made for forfeiture of the yearlong occupancy discount. If the Licensee vacates his/her room prior to the departure date specified in the *ITVF* and the Manager is able to find a suitable replacement to move into the room prior the specified departure date, Residence fees shall only be payable to the date that the new resident signs a Agreement. The Manager reserves the right to replace residents through the established process and will not allow the departing Licensee to organise a replacement Licensee.
- 27.3 Where the Licensee wishes to terminate the Agreement for reasons other than those in clauses 26.1 and 26.2. The Licensee is:
- 27.3.1 Required to notify the Residence office via an *ITVF*. Four weeks notice is required for early departure.
 - 27.3.2 Required to vacate the Residence on or prior to the departure date specified on the *ITVF* lodged with the Residences office. The departure date must fall on a Friday;
 - 27.3.3 Charged for Residence Fees up until the departure date specified on the *ITVF*.
 - 27.3.4 Given credit for Residence fees paid beyond the Friday following the departure date specified in the *ITVF*. Credit will be calculated after adjustments are made for forfeiture of the yearlong occupancy discount. If the Licensee vacates his/her room prior to the departure date specified in the *ITVF* and the Manager is able to find a suitable replacement to move into the room prior the specified departure date, Residence fees shall only be payable to the date that the new resident signs a Agreement. The Manager reserves the right to replace residents through the established process and will not allow the departing Licensee to organise a replacement Licensee.
28. **Revocation of the Agreement by the University**
The Manager may recommend to the Manager, Residential Services that a Licensee's Agreement be revoked under the following circumstances:
- 28.1 The Licensee has committed a serious breach (as determined by the Manager) of any of the conditions under which the Licence is granted or the Licensee has contravened state or federal law, or local by-law, ordinance or regulation. Where the Manager, Residential Services determines that residency is no longer appropriate and the Agreement is revoked, the Licensee is:
 - 28.1.1 Required to sign an Intention to Vacate Form (*ITVF*). The departure date must fall on a Friday;
 - 28.1.2 Required to vacate the Residence on or prior to the departure date specified on the *ITVF* or such other time as the Manager, Residential Services shall determine.
 - 28.1.3 Charged for Residence Fees up until the departure date specified on the *ITVF*.
 - 28.1.4 Given credit for Residence fees paid beyond the Friday following the departure date. Credit will be calculated after adjustments are made for forfeiture of the yearlong occupancy discount.
 - 28.2 The Licensee has lodged an *ITVF* and has committed an act of misconduct within the early departure notice period. Where the Manager, Residential Services determines that residency is no longer appropriate and the Agreement is revoked, the Licensee is:
 - 28.2.1 Required to vacate the Residence within a timeframe specified by the Manager, Residential Services.
 - 28.2.2 Liable for the Residence Fees and charges as calculated on the *ITVF* previously lodged with the Residences office.
 - 28.3 The Licensee ceases to be a full-time student at the University. Where the Manager, Residential Services determines that residency is no longer appropriate and the Agreement is revoked, the Licensee is:
 - 28.3.1 Required to lodge an *ITVF* with the Residence office. The departure date must fall on a Friday and four weeks notice of departure is required.
 - 28.3.2 Required to vacate the Residence on or prior to the departure date specified on the *ITVF*;
 - 28.3.3 Charged for Residence Fees up until the departure date specified on the *ITVF*;
 - 28.3.4 Given credit for Residence fees paid beyond the departure date. Credit will be calculated after adjustments are made for forfeiture of the yearlong occupancy discount. If the Licensee vacates his/her room prior to the departure date specified in the *ITVF* and the Manager is able to find a suitable replacement to move into the room prior the specified departure date, Residence fees shall only be payable to the date that the new resident signs a Agreement. The Manager reserves the right to replace residents through the established process and will not allow the departing Licensee to organise a replacement Licensee.
29. **Privacy**
- 29.1 The Licensee hereby consents to the use and publication of his or her name, photograph and/or video footage taken of the Licensee, both in hard copy and electronically, in University promotional materials regarding Residences. The Licensee may choose not to give consent by notifying the Manager in writing. No penalty or disadvantage will be incurred where a Licensee will not comply with this condition.
 - 29.2 The Licensee consents to the use of his or her personal information, within the meaning of that expression in the Information Privacy Act 2000 and the Health Records Act 2001, in the administration of the Residence.
30. **Emergency Contact**
The Licensee hereby authorises the Manager (or member of University staff authorised by the Manager) at his/her discretion to contact the Licensee's named emergency contact person(s) in the event of any emergency involving the Licensee.
31. **Limitations of Liability**
The University attempts so far as is practicable, to provide the Licensee with a Residence environment that is safe, conducive to study and without disturbances, however the University is not liable for any direct or consequential damages suffered as a result of:
- 31.1 Any loss of or damage to the Licensee's personal property;
 - 31.2 Any loss as a result of the use of or unavailability of the IT Network facilities provided by the University;
 - 31.3 Interruptions to supply of water, electricity and/or gas provided to the Residence;
 - 31.4 The presence of pests despite reasonable attempts by the University to control pests.