

Licence Agreement

Under this Agreement, Deakin Residential Services Pty Ltd (**DRS**) grants the Licensee a nonexclusive licence to occupy a Unit in a Residence on DRS Premises for the Term on the terms and conditions referred to below. Once the Offer is accepted by the Licensee and confirmed by DRS, this Agreement is a legally binding contract between the parties, subject to payment of the residence Acceptance Payment (clause 3).

Conditions of Licence

1. Occupancy Rights

Subject to the provisions of this Agreement, DRS grants to the Licensee during the continuance of this Agreement -

- (a) a non-exclusive licence to occupy a Unit; DRS reserves the right to require the Licensee to relocate to a different Unit any time at the discretion of DRS;
- (b) a licence to use those items contained in the Residence as detailed in the Inventory;
- (c) a licence to use in common with other occupants, the bathrooms, toilets, kitchens, laundry facilities, common rooms, passageways and stairs in the Residence, and any grounds associated with the Residence.

The Licensee has the right to occupy the Unit as a lodger only. The Licensee has no right to exclusive occupation of any part of the Residence. The Licensee acquires no estate, right, title or interest in the Residence other than as Licensee under this Agreement. The Licensee's rights under this Agreement are based in contract only.

2. Period of Occupancy

Subject to compliance with the provisions of this Agreement, the Licensee shall have the occupancy and use rights set out in Clause 1 for the Term.

3. Residence Acceptance Payment

This Agreement is subject to and conditional upon the Licensee paying the Acceptance Payment to DRS (being the amount specified in Item 3 of the Offer) Payment must be made to DRS by the Licensee by the date specified in the Offer.

4. Residence Fees

- 4.1 The Licensee will pay the Residence Fees to DRS monthly in advance without deduction or set off throughout the Term.
- 4.2 DRS will issue Invoices to the Licensee by email on the 1st day of each prior month and are payable in full by the last day of that prior month.
- 4.3 The Licensee should refer to the University Website for a summary of services included in the Residence Fees.

5. Other Charges

The Licensee shall pay any other charges attributable to or payable by the Licensee for which he/she may be invoiced separately before, during or at the completion of the Term. Such charges may include 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 DRS. DRS reserves the right to apply other charges to those already specified, and justification for such charges will be provided to the Licensee in writing by DRS before payment is sought.

6. Overdue Payments

Residence Fee payments shall be deemed overdue 14 days after the due date and the Licensee will be issued with a Notice to Vacate unless payment is made.

The Licensee also agrees that any amount due under this Agreement which is not paid by the due date may be treated by DRS and the University as a fee or charge due but unpaid to the University which may result in termination of enrolment and the withdrawal of associated rights and privileges pursuant to the University's *Regulation 06.1 (5) – Student Fees and Charges* until the debt is cleared. The debt may also be placed in the hands of an external debt collection agency.

7. Inventory and Room Condition Report

The Inventory lists the items provided to the Licensee for their use during the Term. The Licensee is required to acknowledge having been issued with the items listed in the Inventory. Unless reported to DRS within the first week of occupancy, the Unit and its contents shall be deemed to be received by the Licensee in the condition recorded in the Inventory. Throughout the Term, the Licensee shall maintain the items listed in the Inventory, all amenities, fixtures, fittings and furniture contained in, and including the physical building that is their Unit in the same condition and repair as at the date of commencement of the Term, fair wear and tear excepted.

Any personal electrical items brought in to Units or Residences must comply with the Handbook.

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 Unit, the Residence, the fittings, fixtures and furnishings therein or any other article provided by DRS that sustains damage caused or contributed to by the Licensee, or any visitor or invitee of the Licensee.

Where damage caused to any common area within a Residence cannot be attributed to any individual, all occupants of the Residence will be charged a proportion of the cost to rectify the damage which is, in the reasonable opinion of DRS, fair. The Licensee shall notify DRS as soon as is practicable of any damage sustained to DRS Property.

9. Rules and Regulations

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

- (a) all Statutes and Regulations of the University,
- (b) all DRS rules and procedures

(c) all reasonable orders and directions given by DRS staff.

9.2 Any breach of this clause 9 may result in disciplinary action by the University. DRS reserves the right (in respect of breaches of sub-clauses 9.1 (b) and (c)) to levy fines, impose conditions upon the continuing residency of the licensee, evict the Licensee in the case of severe or multiple breaches and/or refer the Licensee to the disciplinary committee of the University Faculty in which the student is enrolled.

10. Cleanliness

10.1 The Licensee shall be responsible for maintaining a standard of cleanliness and tidiness acceptable to DRS in the Unit and the Residence. Where the Licensee fails to maintain such standard, DRS may at its discretion impose a weekly cleaning service charge and subsequent charges on the Licensee in the interest of general hygiene standards within the Residence. Where a cleaning service charge is imposed, the Licensee shall permit cleaners to access the Unit during normal business working hours of DRS staff.

10.2 The Licensee shall at all times observe socially acceptable hygiene practices in all areas of the Residence, refrain from discarding rubbish indiscriminately within the Residence, follow established procedures to maintain acceptable standards of hygiene and good order in the kitchen, bathroom and other common areas of the Residence. The Licensee must not cook in any area other than the designated kitchen areas.

11. Unit Access by DRS Staff

11.1 The Licensee shall allow DRS staff to enter the Unit for the purposes of inspection, renovation, removal of furniture and cleaning at all reasonable times. For these purposes, DRS staff shall hold the necessary keys. DRS staff may enter and/or search a Unit without notice to the Licensee where:

- (a) there are reasonable grounds to believe there is a likelihood of risk to either the Licensee, another person or DRS Property;
- (b) the Licensee has been reported absent from the Residence for 48 hours and has not advised DRS of their intended absence;
- (c) the Licensee has breached clause 9 or state or federal laws;
- (d) scheduled or emergency maintenance of the Unit is required.

11.2 In the event the Unit is entered in accordance with this clause 11 without notice to the Licensee, there will always be two DRS staff present.

12. Environment of the Residence

12.1 The Licensee shall not cause nor permit the Unit, the Residence or DRS Premises 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.

12.2 The Licensee shall not conduct a business of any kind in the Unit or the Residence, nor engage in any illegal, riotous or noisy conduct, practices, or behaviour which may bring the reputation of DRS or the University into disrepute or is in the opinion of DRS, prejudicial to the wellbeing of the residents.

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

- 13.1 DRS through its Residential Support Team, is concerned for the physical welfare and academic progress of the Licensee, but accepts no legal responsibility for either of these matters. There is an onus on the Licensee to advise the Residences Office of any special needs they may have and make any necessary arrangements for accommodation prior to accepting the offer of residence. The Licensee releases and indemnifies DRS and the University for any claim, loss, cost, demand for or in relation to injury, death or poor academic performance.
- 13.2 DRS will provide normal maintenance and security for DRS Property and facilities but does not accept responsibility for the supervision or security of the personal effects of the Licensee. DRS shall not be liable for any loss of valuables or personal belongings kept in the Unit or the Residence, which shall remain at the sole risk of the Licensee. It is recommended that the Licensee obtain his/her own contents insurance.
- 13.3 The Licensee shall not at any time do, omit to do, allow or suffer to be done anything which may render any DRS insurances on the Residence or any part void or voidable or which may increase the premium on any such insurances

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 key will be invoiced for the cost of a replacement key; in instances where replacement of locks is required the Licensee shall be invoiced the cost of the replacement lock(s) along with new keys for all residents impacted.

15. Subletting

The Licensee shall not sub-let the Unit or assign or novate any rights and/or obligations under this Agreement, or use the Unit or the Residence other than for the purpose of a private residence. The Licensee shall not permit other people to occupy the Unit.

16. Visitors

- 16.1 The Licensee shall at all times observe the visitor policy as detailed in the Handbook
- 16.2 The following conditions also apply:
- (a) the Licensee shall be liable for a \$50.00 fine per night per guest if any unauthorised visitor of the Licensee is present in the Licensee after the Curfew;
 - (b) the Licensee is responsible for the behaviour and conduct of their guest. As per clause 8, the Licensee is liable for any costs as a result of damage to DRS Property caused or contributed to by a Licensee's visitor or invitee;
- 16.3 The Manager may require any visitor or invitee to vacate the Residence and DRS Premises in their absolute discretion.

17. Pets and Infestations

The Licensee is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Unit or the Residence, guide dogs excepted. The Licensee will be responsible for the costs of extermination of 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 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 Country Fire Authority or Metropolitan Fire Brigade. If the Licensee is responsible for a fire unit being called out, the Licensee shall be liable for the cost. In cases where no individual resident is identified as being responsible for the call out, DRS reserves the right to apportion the cost across all the residents of the relevant Residence.

20. Smoking

Smoking is prohibited in all DRS Premises. Where there is reasonable evidence that the Licensee has been smoking in their Unit, the Licensee will be liable for the costs of returning the Unit to a satisfactory state and is in breach of this Agreement (clause 9). If the Country Fire Authority or Metropolitan Fire Brigade attend an alarm triggered by smoking by the Licensee, the Licensee 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 is likely to 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. Complaints Procedures

Any grievances or disputes regarding any decision or mode of acting by DRS staff in the enforcement of any of these Conditions of Licence must be dealt with in accordance with procedures as published in the Handbook.

23. Expiry or Termination of this Agreement

- 23.1 The Licensee must vacate the Unit and the Residence and return all keys to DRS: (a)
- by the date and time specified in Item 2 of the Offer at the end of the Term; or
 - (b) within 2 days of the termination of this Agreement.

- 23.2 DRS may charge the Licensee an additional occupation fee of up to \$50.00 per hour for failure to comply with clause 23.1 or clause 27.

24. Access to Academic Results

The Licensee hereby consents to DRS accessing academic results for the purposes of reselection, counselling and assistance. Student records will be stored, used and destroyed in accordance with Division of Student Administration Guidelines.

25. Revocation of the Agreement by the Licensee

The Licensee may terminate this Agreement for any reason before the end of the Term on the following conditions:

- (a) the Licensee must notify the Residence office in advance and in writing;
- (b) the Licensee must pay the Residence Fees for the balance of the Term;;
- (c) if the Licensee vacates his/her Unit prior to the end of the Term and DRS is able to find a suitable replacement to move into the Unit, the Residence Fees shall only be payable by the Licensee to the date that the new resident commences to pay Residence Fees for the Unit. DRS may replace residents through the established process and will not allow a departing licensee to organise a replacement licensee.

26. Revocation of the Agreement by DRS

- (a) DRS may revoke this Agreement in accordance with the circumstances listed in Section 9.
- (b) To revoke this Agreement DRS must issue the Licensee with a Notice to Vacate.
- (c) The Licensee will be required to vacate the Residence within the timeframe specified in the Notice to Vacate as per the Handbook.

27. Condition on Licensee Vacating

Upon expiration or sooner termination of this Agreement, the Licensee must vacate and shall remove any fixtures, fittings and property belonging to the Licensee and shall leave the Unit clean, tidy and in a fit and proper condition and available for use and occupation and shall make good any damage to the Unit to the satisfaction of DRS.

28. Privacy

- 28.1 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 does not consent to this condition.
- 28.2 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.

29. 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.

30. Limitation of Liability

DRS attempts so far as is practicable, to provide the Licensee with a residential environment that is safe, conducive to study and without disturbance. The Licensee agrees DRS is not liable for and releases DRS from all liability for:

- (a) any loss of or damage to the Licensee's personal property howsoever caused;
- (b) any loss resulting from the use of or unavailability of the IT Network facilities provided by DRS or the University;
- (c) any injury sustained by the Licensee howsoever caused;
- (d) any interruptions to the supply of water, electricity and/or gas provided to the Residence; and
- (e) the presence of pests in the Residence despite reasonable attempts by DRS to control pests.

31. GST

Definitions

31.1 GST means GST within the meaning of the GST Act

GST Act means a New Tax System (Goods and Services Tax) Act 1999 (as amended)

Expressions used in this clause have the meanings given to them in the GST Act

31.2 An amount payable by a party under this Agreement in respect of a taxable supply by the other party, unless expressed to represent the price of supply, represents the value of the supply and the recipient of the supply must, in addition to that amount and at the time, pay to the supplier the GST payable in respect of the supply.

31.3 If this Agreement requires the Licensee to pay, reimburse or contribute to an amount paid or payable by the Licensor in respect of a creditable acquisition from a third party, the amount for payment, reimbursement or contribution will be the value of the acquisition by the Licensor plus, if the Licensor's recovery from the Licensee is a taxable supply, the GST payable in respect of that supply.

32. Notices

32.1 Any notice to be given under this Agreement must be in writing and may be provided to the receiving party by either hand delivery or email addressed to:

- (a) in the case of DRS, to the Residences Office or DRS' nominated email address; and
- (b) in the case of the Licensee, to their room/Unit or nominated email address

32.2 Any notice given in accordance with this Agreement is deemed to have been duly served:

- (a) if hand delivered, on delivery; or
- (b) if sent by email, the earlier of receipt by the sender of an automated message confirming delivery, or eight hours after the email has been sent, unless the sender has received an automated message that the email was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.

33. Definitions

33.1 In this Agreement:

Acceptance means formal acceptance of the Offer by the Licensee in the form attached to the Offer as Annexure 1.

Acceptance Payment means the amount specified as such in the Offer.

Agreement means this document, any schedules or annexures to it and includes the Offer, Inventory and Room Condition Report, and Residence Fees Payment Table.

Curfew means the specific time as designated by the Manager from time to time and recorded on the University Website.

Division of Student Administration Guidelines means the guidelines so named on the University Website as amended from time to time.

DRS Property means all fixtures, fittings and chattels owned or controlled by DRS.

DRS Premises means all land and buildings owned or controlled by DRS.

Handbook means the Deakin University Residences Handbook accessible on the University Website.

Inventory means the Inventory and Room Condition Report as referred to in clause 7.

Item means an item in the Offer.

Licensee means the person who has accepted the Offer.

Offer means DRS's formal offer of residence in a Residence.

Manager means the person(s) appointed to manage a Residence by DRS from time to time as recorded on the University Website and includes any DRS staff authorised by the Manager to perform any of their functions.

Offer means the Offer of Residential Accommodation

Residence means the DRS residential building(s) containing Units, common areas and amenities as detailed in the Offer.

Residence Fees means the fees payable by the Licensee as recorded in the Residence Fees Payment Table.

Residence Fees Payment Table means the fee table published from time to time on the University website.

Residences Office means the DRS office that co-ordinates the occupation of the Residences.

Residential Support Team means the team so described on the University Website from time to time.

Term means the period of time this licence has been granted to the Licensee as recorded in Item 2 of the Offer.

Unit means a furnished room allocated to a licensee in the Residence on arrival, or such other furnished room as may be allocated to a licensee by the Manager from time to time.

University means Deakin University.

University Website means www.deakin.edu.au/residences.