



Student Accommodation Agreement

Terms and Conditions for Occupancy of Port Lodge, the P&O Hotel and Hotel Cleopatra

Definitions

1. In this agreement the following definitions apply:
 - (a) **“Agreement”** means this Accommodation Agreement together with the Code of Conduct for Study Abroad and Residential Students, the Code of Conduct for Students and the House Rules or other terms and conditions that may apply to the accommodation from time to time;
 - (b) **“Bond”** means the bond paid by the Resident in accordance with clause 5 of this Agreement;
 - (c) **“House Rules”** means any house rules relating to the Premises as in force and amended by the University from time to time;
 - (d) **“Premises”** means the premises at 28 Marine Terrace, Fremantle (Port Lodge), 25 High Street, Fremantle (P&O Hotel) or 24 High Street, Fremantle (Hotel Cleopatra), including not only the building but also any gardens, courtyards, driveways and carparks that may form the property;
 - (e) **“Rent”** means the amount of rent payable in accordance with clause 3;
 - (f) **“Resident”** means any student of the University of Notre Dame Australia including any student participating in UNDA's Study Abroad Program residing at the Premises;
 - (g) **“UNDA”** means The University of Notre Dame Australia.

Provision of accommodation and rent

2. The accommodation at the Premises is provided at to students of UNDA, including students of its Study Abroad Program, where available and at UNDA's sole discretion. Nothing in this Agreement creates any right for any student to be provided with accommodation on this or any other basis.
3. Where accommodation is provided it will be for an 18 week period, from 20 February 2012 to 23 June 2012 at a total rate of \$3,510.00 which must be paid in full at least 7 days prior to the arrival date.
4. UNDA reserves the right to terminate this Agreement and withdraw a Resident's accommodation where a Resident fails to comply with the terms of this Agreement and/or withdraws or is terminated from their course.

Bond and property condition report

5. A bond of \$150 must be paid by each Resident in full at least 7 working days prior to the arrival date. Payment can be made directly by Internet Transfer, by Credit Card, or Bank Cheque to The University of Notre Dame Australia at the Student Administration and Fees office. UNDA will provide

a receipt for any bond paid and will hold the bond until termination of this Agreement where it will be returned to the Resident, subject to the provisions of this Agreement regarding termination.

6. On or before the day on which the Resident moves into the Premises, UNDA will provide the Resident with a property condition report in relation to the Premises. The Resident must handwrite amendments on the report indicating any areas where they do not agree with the report and return the signed report to UNDA within 3 days. UNDA will provide the Resident with a copy of the report.

Compliance with rules, policies, procedures

7. The Code of Conduct for Students, Code of Conduct for Study Abroad and Residential Students, and all UNDA policies and procedures apply to Residents living in UNDA accommodation. Residents must comply with the Code of Conduct for Students and all UNDA policies and procedures. Failure to do so may result in accommodation being withdrawn by UNDA, and/or misconduct action under UNDA's General Regulations,
8. Residents must also comply with the House Rules that may apply to the Premises from time to time.

Visitors

9. Visitors are allowed in accordance with the House Rules. Residents are responsible for the behavior of their visitors. Residents must act in a manner that shows consideration for other residents, neighbours and respects the property and buildings of UNDA.

Residents' obligations

10. The Resident must pay the Rent in full at least 7 days prior to moving into the Premises.
11. The accommodation is offered on a “non-serviced” basis. Residents are responsible for keeping the Premises clean and in good condition.
12. In the event that any property of UNDA at the Premises is damaged Residents must notify the Manager of Student Residences who will arrange for any necessary repairs or maintenance to be carried out. Residents must cooperate with UNDA in order to enable access to the premises by UNDA or its contractors for this purpose.
13. In the event that a Resident is responsible for damaging any of UNDA's property at the Premises UNDA reserves the right to seek compensation

from them for repair or replacement costs and, if such compensation remains outstanding at the time the Resident leaves the Premises, to withhold such portion of the Resident's bond as is necessary to cover such costs.

14. UNDA accepts no responsibility for personal property of any Resident kept at the Premises. The Residents are responsible for obtaining insurance in relation to their own property.
15. Residents must not give keys or code numbers for the Premises to any person who is not a Resident.
16. **CONSUMPTION OF ALCOHOL IS NOT PERMITTED ON THE PREMISES.**
17. **SMOKING IS NOT PERMITTED ON THE PREMISES.**
18. Any Resident found consuming alcohol or smoking on the Premises will be subject to disciplinary action in accordance with the General Regulations which may result in the immediate eviction of the Resident.
19. No unlawful activity is permitted on the Premises. Any persons who are believed to have committed an unlawful act by the Manager of Student Residences (at their absolute discretion) will be immediately evicted.
20. Residents are not permitted to assign or sub-let the accommodation facilities.

Right to access Premises

21. UNDA reserves the right to conduct inspections of the Premises from time to time upon at least 24 hours' notice to Residents.
22. If UNDA requires access to the Premises for other purposes it will, where practicable, give notice to the residents affected. However, where notice is not practicable or cannot be given, UNDA reserves the right to enter the Premises, including but not limited to, in the following situations:
 - (a) in the case of an emergency where access to the Premises is necessary;
 - (b) in order to investigate any health and safety issue; and
 - (c) in order to arrange or carry out maintenance.

Disputes

23. Any disputes relating to the accommodation should be referred to the Manager of Student Residences.
24. Where a dispute cannot be resolved by the Manager of Student Residences, the dispute will be referred to the Pro Vice Chancellor International or the Pro Vice Chancellor Fremantle who may take any action he/she considers appropriate including terminating this Agreement. The decision of the Pro Vice Chancellor International or the Pro Vice Chancellor Fremantle will be final.

Liability

25. The Resident shall be liable for and shall indemnify UNDA against any costs, expenses, liability, loss, claim or proceeding whatsoever arising under any legislation or at common law in respect of any loss, damage or personal injury suffered by any person as a result of the Resident's negligent or unlawful act or omission.

Termination

26. This Agreement will automatically terminate on 23 June 2013 unless terminated earlier in accordance with its provisions or extended in writing by UNDA.
27. In the event that the Resident withdraws from their UNDA course or ceases studying for any reason they are required to immediately vacate the Premises.
28. UNDA may terminate this Agreement at any time and require the Resident to vacate the Premises upon one (1) week's notice in the event that the Resident breaches the terms of this Agreement.
29. The Resident must vacate the Premises and return any keys by no later than 5:00pm on the day on which this Agreement ends.
30. A \$50.00 fee will be retained from the bond for each keys that is not returned.
31. If the Resident fails to adequately clean their accommodation immediately prior to vacating the accommodation, UNDA may deduct such amount from the Bond as is reasonably necessary to have the accommodation professionally cleaned.
32. If, when the Resident vacates the Premises, it is not in the same condition as outlined in the property condition report (apart from reasonable wear and tear), UNDA reserves the right to deduct such amount from the Resident's bond as is required to repair any damage to the Premises or replace any property of UNDA that is taken by the Resident. Where the cost of repair or replacement exceeds the Resident's bond the Resident will be liable for the additional amount and UNDA may seek to recover this amount as a fee, charge or penalty under General Regulation 4.3.

Governing law

33. This Agreement is governed by the laws of Western Australia and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia.

ACCEPTANCE OF TERMS

I _____ (Full Name) have read and agree to comply with this agreement and all applicable Codes, regulations, rules, policies and procedures.

Signed:

_____ Date: _____

