Accommodation Agreement

Terms and Conditions for Occupancy of Student Housing Broome Campus

Definitions

1. In this agreement the following definitions apply:
   (a) “Agreement” means this Accommodation Agreement together with the House Rules, Code of Conduct for Students 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 6 of this Agreement;
   (c) “House Rules” means the house rules recorded in the Student Village Handbook relating to the Premises as amended by the University from time to time;
   (d) “Premises” means the room occupied by the Resident under this Agreement located at the Student Village Broome Campus including not only the room but also any gardens, courtyards, driveways and carparks that may form the property;
   (e) “Resident” means any student residing at the Premises;
   (f) “Term” means one academic semester.
   (g) “UNDA” means The University of Notre Dame Australia;

Provision of accommodation

2. The accommodation at the Premises is provided where available to UNDA Students at UNDA’s sole discretion. Nothing in the Agreement creates any right for any student of UNDA to be provided with accommodation on this or any other basis.

3. 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 or the House Rules, withdraws or is terminated from their course.

Rent

4. Residents must pay rent payable every fortnight in advance for the term of this Agreement. The first payment of rent must be received prior to a Resident commencing occupancy under this agreement. If a Resident vacates the accommodation prior to the expiry of the Term without providing the required notice under this Agreement the Resident may not be entitled to a refund of the Bond.

5. UNDA may terminate a Resident’s occupancy where the Resident fails to pay rent within seven (7) days of payment due. A Resident will be liable to UNDA for any outstanding rent and such rent will be considered unpaid fees, charges or penalties pursuant to the University's General Regulations regulation 4.3.

6. The University reserves the right to revise rental rates. In such circumstances, the University will make every endeavour to ensure that any increase is fair and reasonable and will give residents one month’s written notice of any such increases.

Bond and property condition report

7. A bond of $350 must be paid by each Resident in full on or before the arrival date. Payment can be made directly by Bank Cheque or Direct Debit to The University of Notre Dame Australia at the Finance Office Broome Campus. 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.

8. 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 handwriting 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.

Use of the Accommodation

9. The accommodation is provided to Residents while undertaking their academic studies at UNDA only. Residents are not permitted to assign, sub-let the room to any third party or to allow any other person to occupy or stay in the room.

Compliance with rules, policies, procedures

10. The Student Housing Handbook, the Code of Conduct for Students and all UNDA policies and procedures apply to Residents living in UNDA accommodation. A failure to comply with these
policies and procedures may result in accommodation being terminated under this Agreement and/or misconduct action under UNDA’s General Regulations.

11. Residents must also comply with the House Rules that are in force from time to time.

Visitors

12. Visitors are allowed in accordance with the House Rules. Residents are responsible for the behaviour of their visitors. Visitors are not permitted to stay overnight in the Premises. UNDA reserves the right to terminate the accommodation of a Resident who permits visitors to stay in the Premises overnight. Residents must act in a manner that shows consideration for other residents, neighbours and respects the property and buildings of UNDA.

Pets

13. No pets are allowed in the Premises at any time.

Residents’ obligations

14. The accommodation is offered on a “non-serviced” basis. Residents are responsible for keeping the Premises clean and in good condition. Residents must provide a mattress protector and all bed linen.

15. In the event that any property of UNDA at the Premises is damaged Residents must notify the Residential Coordinator 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.

16. 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 the Resident for the repair or replacement cost 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. 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.

17. 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.

18. Residents must not give keys or code numbers for the Premises to any person who is not a Resident. Residents will be liable for the replacement cost of lost keys.

19. Residents must keep the Premises and all property within the Premises in the same condition as at the commencement of the occupancy. Residents must keep the Premises clean and tidy at all times.

20. Residents must not conduct themselves in a manner that interferes with the quiet enjoyment of other Residents. Residents must not harass, intimidate or behave inappropriately to any other person whilst residing in the Premises. A failure to comply with this requirement will result in the Resident’s accommodation being terminated under paragraph 30 of this Agreement.

21. Consumption of Alcohol in the Student Village is permitted only in accordance with the House Rules. Any person found consuming alcohol in breach of the House Rules will be subject to disciplinary action.

22. SMOKING IS NOT PERMITTED IN THE PREMISES. Any person found smoking in the Premises will be subject to disciplinary action.

23. No unlawful activity is permitted on the Premises. Any person believed to have committed an unlawful act by the Deputy Vice Chancellor (at their absolute discretion) will be immediately evicted and any monies paid in advance will be refunded at the discretion of UNDA.

Right to access Premises

24. UNDA reserves the right to conduct inspections of the Premises from time to time upon at least 24 hours’ notice to Residents.

25. 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
(c) to arrange or carry out maintenance.

Disputes

26. Any disputes relating to the accommodation should be referred to the Residential Coordinator at first instance.

27. Where a dispute cannot be resolved by the Residential Coordinator the dispute will be referred to the Deputy Vice Chancellor of the UNDA Broome Campus. The Deputy Vice Chancellor may take any action he/she considers appropriate including terminating this Agreement. The Deputy Vice Chancellor’s decision will be final.

Liability

28. 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

29. This Agreement will automatically terminate at the end of semester unless terminated earlier in accordance with this Agreement.

30. UNDA may terminate this Agreement at any time and require the Resident to vacate the Premises upon one weeks’ notice in the event that the Resident breaches the terms of this Agreement.

31. In the event that this Agreement is terminated under paragraph 19 the Student will be required to immediately vacate the Premises.

32. The Resident must vacate the Premises and return any keys by no later than 5:00pm on the day on which this Agreement ends.

33. A $50.00 fee will be retained from the bond for keys that are not returned.

34. 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.

35. 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.

Governing law

36. The UNDA housing is exempt from the Residential Tenancies Act 1993 (WA)

ACCEPTANCE OF TERMS

I _____________________________  
(Full Name) have read and agree to comply with the above University of Notre Dame, Broome Campus, Agreement and will comply with the terms of the agreement and all the rules and policies as stated in the Student Housing Handbook.

Signed: _________________________  
Date: _________________________

Day/Date of Arrival: _________________________

Day/Date To Depart: _________________________  
(approx. date)

Residential Coordinator: _________________________  
Date: _________________________