

GENERAL TERMS AND CONDITIONS

1. GRANT OF LICENSE

The University grants a right to use and occupy and the Occupant takes a license to use and occupy the Premises, the Common Area and the Common Facilities, at the Rent, for the Term and upon the terms and conditions contained in the Agreement.

2. OCCUPANT'S PROMISES

The Occupant promises the University:

- a) to pay the Rent at the times mentioned in the Schedule and to pay the Rent so that it is always received by the Village Manager or the University on or before the due date;
- b) to promptly pay all telephone connection costs if there is a telephone connected in the Room and all excess gas and electricity charges on the Premises over and above \$5.00;
- c) to promptly pay any excess payable by the University on any claim made under any insurance policy in regard to any loss or damage occurring on or about the Premises during the Term;
- d) to maintain, repair and keep Premises and the Chattels clean and in good repair and overall condition having regard to reasonable wear and tear and the condition of the Premises and the Chattels at the start of the Agreement. If anything forming part of the Premises or any Chattel is damaged or in need of repair or replacement then the Occupant must alert the University immediately. All repairs and replacements will be arranged and carried out by the University at the University's cost unless the Occupant or any of the Occupant's visitors have caused the repair or replacement to become necessary in which case the Occupant must pay the University's repair and/or replacement costs promptly;
- e) to pay the Late Fee on all unpaid moneys due under the Agreement on all unpaid Rent;
- f) to pay, within 7 days of a request, any reasonable fees or expenses incurred or charged by the University or the Village Manager in relation to any consent sought of the University by the Occupant;
- g) to only use the Premises for private residential purposes and not to permit more than the number of persons referred to in the Schedule to reside there, apart from approved overnight guests, on an ongoing basis;
- h) to not do or allow on the Premises or in regard to any Chattel:
 - i. anything which will represent a nuisance or annoyance to any member of the public or anything which involves carrying out any noxious, offensive or dangerous activity, including the excess consumption of alcohol, smoking in any part of the Student Village other than on the balcony of the Unit or any other unit in the Student Village and any other area designated as a place where smoking is permitted from time to time, or, the possession or consumption of any illegal substance in any part of the Student Village;
 - ii. anything which may invalidate or increase the premium of any insurance policy maintained by the University or the Occupant in respect of the Premises; or
 - iii. any alteration, improvement or work including driving any nails or screws into the walls, ceilings, partitions, floors, woodwork, stone or ironwork in the Premises;

- i) not to keep any birds or animals on the Premises unless the Agreement provides otherwise in the Schedule;
- j) to comply with the Student Housing electrical policy;
- k) to ensure that the Occupant's visitors:
 - i. comply with all laws relating to the Premises and its occupation;
 - ii. enter and/or remain on the Premises or the Student Village only with the Occupant's permission and in the Occupant's presence.
 - iii. live and/or sleep at the Premises or the Student Village only with the prior approval of the Village Manager or Residential Staff;
 - iv. leave the Student Village by 10.30 pm on Monday, Tuesday, Wednesday, Thursday and Sunday and by 12.00 pm on Friday and Saturday;
- l) to permit the University, its agents, officers and employees, to enter the Premises:
 - i. in cases of emergency or to carry out repairs and maintenance, including access to telecommunication cupboard, without notice;
 - ii. following notice to the Occupant, for the purpose of showing the Premises to prospective occupants, at any reasonable hour; and
 - iii. following notice to the Occupant, to view the state of repair of the Premises and the Chattels and to check for compliance by the Occupant with the Occupant's obligations under the Agreement;
 - iv. where the University has reasonable grounds to believe that there has been a substantive breach of any terms or conditions of the Agreement, without notice;
- m) not to assign the License or sub-license the Premises or any part of the Premises or in any way part with any of the rights to occupy or use the Premises given under the Agreement. Sections 80 and 82 of the Property Law Act 1969 are excluded from the Agreement, notwithstanding that this Agreement confers a non-exclusive right to use and occupy the Premises;
- n) to indemnify the University and keep the University indemnified from and against any losses, damages, costs and expenses to which the University may become liable regarding any loss or damage to property to the extent that it:-
 - i. is caused or contributed to by the use or occupation of the Premises by the Occupant or by the use or occupation of the Premises by the Occupant's visitors; or
 - ii. results from any act, default or omission by the Occupant under the Agreement;
- o) to, at the end of the Term:
 - i. immediately do all things necessary to put the Premises and all Chattels into a state of repair and overall condition that is entirely consistent with all of the Occupant's obligations under the Agreement having been complied with, and, with the Check In Report;
 - ii. immediately take away all equipment and other belongings situated on the Premises that have been brought onto the Premises by the Occupant or any one else (except for anything that is or has become the property of the University); and
 - iii. immediately hand over to the University all keys, security devices and other items belonging to the University which are held by the Occupant;

- p) to ensure the Occupant's property is kept in the Room or with the University's consent, in the Common Area;
- q) to notify the University immediately in writing of any loss or damage or defect in the Premises or the Student Village coming to the notice of the Occupant, no later than one working day after the occurrence of any such loss, damage or defect, whether contributed to or caused by the Occupant or not;
- r) to continue to pay Rent, regardless as to whether the Occupant is in actual occupation of the Premises or not, unless the Agreement is terminated according to its terms;
- s) to not threaten the safety or well being, or harass any other person in the Student Village, whether an occupant or otherwise, either verbally or in writing, nor do any act which in the reasonable opinion of the University threatens the health, safety or well being of any such person;
- t) in relation to any part of the Student Village and in particular, but not limited to, the Premises, to not:
 - i. make alterations or additions or drive any nails or screws into or make holes in or otherwise deface the walls, ceilings, floors or woodwork;
 - ii. place anything in toilets, basins, sinks, or drains which they are not designed to receive;
 - iii. change any lock or part with possession of keys;
 - iv. bring into or retain any heavy furniture or article without the prior approval of the Village Manager;
 - v. permit children to reside or stay overnight there;
- u) to wrap all rubbish and refuse in the Premises and place it in the bins provided by the University and ensure the collection and removal of rubbish and refuse is observed;
- v) to keep garden beds in the Student Village free from refuse, kitchen spoils and cigarette butts;
- w) to act responsibly when using the Services, including not interfering with, obstructing access to, or overloading the Services and also including using the Services and their installations only for their intended purpose.
- x) to ensure all bicycles are secured in racks/cages and not kept in rooms or chained to any railings in the village

3. UNIVERSITY'S PROMISES

The University promises the Occupant:

- a) to pay all rates and taxes in relation to the Student Village;
- b) provided the Occupant pays all moneys payable under the Agreement by the due date and complies with the Occupant's obligations under the Agreement, the Occupant may occupy and use the Premises and the Common Area and the Common Facilities without interruption or disturbance by the University;
- c) to keep the Premises and the Student Village structurally sound and in good general repair subject to the Occupant's obligations under the Agreement;
- d) to give notice prior to entering the Premises, except in cases of emergency or to carry out repairs and maintenance, or where the University reasonably believes there has been a material breach of the terms and conditions of the Agreement, by the Occupant necessitating entry by the University to the Premises;

4. RENT IN ADVANCE

- a) The Occupant shall deposit with the University 4 weeks rent in advance by the date stipulated in the letter of offer in order to secure the room for the coming semester.
- b) Upon arrival to take up residency the preferred payment method is for a single whole of lease period payment less the 4 weeks already prepaid. Students with circumstance that preclude this method can negotiate other options with the Village Manager.

5. CHECK IN REPORT

The Occupant shall within 14 days of receipt of the Check In Report sign the Check In Report and return it to the University. If the occupant fails to sign the Check In Report and return it to the University within this time period then the unsigned Check In Report shall be deemed to have been agreed to by the Occupant. For the purposes of the Agreement the Check In Report shall be deemed to be a true and correct description of the condition and contents of the Premises and Chattels as at the Date of Commencement.

6. STUDENT VILLAGE HANDBOOK, ELECTRICAL POLICY , TRAFFIC BY-LAWS

The Occupant shall comply with the Student Village Handbook, the Electrical policy and the Land and Traffic By-Laws.

7. VILLAGE MANAGER

The Occupant acknowledges that the Village Manager has the University's authority to do and receive all things on the University's behalf under the Agreement and, unless the University advises the Occupant otherwise, the Occupant shall promptly comply with all directions and demands given or made by the Village Manager in regard to the payment of money and the performance of all the other obligations of the Occupant under the Agreement.

8. TERM

The Agreement is for the Term specified in the Schedule Item 5 unless terminated by the University in accordance with clause 9 of the Agreement.

9. DEFAULT AND TERMINATION

9.1 If the Occupant:

- a) fails to make any payment of the Rent or fails to make any other payment under the Agreement within 7 days of the due date (whether demand for payment has been made or not); or
- b) fails to remedy any other default under the Agreement within 7 days of the period specified in any notice of default; or
- c) abandons the Premises; or
- d) intentionally or recklessly causes or threatens to cause serious damage to the Premises or any Chattel; or
- e) intentionally or recklessly damages or causes or threatens to cause any physical or emotional harassment to any person,

then the University may immediately terminate the Agreement and repossess the Premises without prior notice to the Occupant.

9.2 The exercise of the University's rights under this clause does not prejudice any other rights the University may have against the Occupant at law.

10 EARLY TERMINATION

The Occupant must give the University no less than two weeks' prior notice of earlier termination of the Agreement and in default of such notice the Occupant will be liable to pay the University two weeks' rent from the time notice is actually given by the Occupant to the University, and the Early Termination Fee.

11 VACATION OF PREMISES

11.1 If the Term is a Long Term Occupancy, upon request of the Village Manager, the Occupant shall, during the Vacation Period:

- a) vacate the Premises; and
- b) remove the Occupant's property from the Premises; and
- c) locate to another room of the Unit or another room of another unit in the Student Village.

11.2 Any reference in this Agreement to "Premises" shall mean and include substituted premises during the Vacation Period, pursuant to clause 11.1 (c) as well as the original premises described in the Schedule.

11.3 Upon expiration or earlier determination of the Agreement, the Occupant shall:

- a) remove the Occupant's property from the Premises and the Student Village;
- b) leave the Premises in the condition described in the Check In Report, excluding fair wear and tear.

11.4 If the Occupant fails to comply with clause 11.3 (a), the University may treat the Occupant's property as abandoned and deal with it as the University sees fit.

11.5 The Occupant must indemnify the University for any loss, liability, costs or expenses incurred or suffered by the University as a result of exercising its rights under this clause.

11.6 If the Occupant does not pay all Rent and fees due under the Agreement prior to vacation, the University's Academic Registrar may cancel the Occupant's enrolment.

12. SPECIAL TERMS

The special terms (if any) set out in the Schedule form part of the Agreement and if there is any inconsistency then the terms in the Schedule shall prevail.

13 BUSINESS DAYS

When the University or the Occupant has to do something under the Agreement and the date for doing this falls on a weekend or a public holiday then that thing may be done on the day immediately following the weekend or public holiday.

14 EFFECT OF EXECUTION

This Agreement shall be binding upon each person who has signed it regardless of the failure of any other person named as a party to also sign it.

15 GUARANTEE AND INDEMNITY

In consideration of the University granting the License:

- a) the Guarantor agrees to guarantee to the University the due and punctual payment by the Occupant to the University of all amounts payable under the Agreement and the compliance by the Occupant with its obligations under the Agreement;

- b) as separate undertakings, the Guarantor:
- c) agrees to indemnify the University against all loss, liability, costs or expenses incurred or suffered by the University in connection with any breach or default by the Occupant under the Agreement;
- d) agrees, as principal debtor, to pay the University, on demand, a sum equal to the amount of any loss, liability, costs or expenses described in clause 15.b(i).

16 LIABILITY OF GUARDIAN AND OCCUPANT

16.1 If a guardian is a party to the Agreement:

- a) the Guardian is directly liable for any loss arising out of the non-performance by the Occupant of the terms of the Agreement; and
- b) the terms of the Agreement are enforceable directly against the Guardian, in particular clauses 8 and 9 of the General Terms and Conditions and Items 6 and 7 of the Schedule as if the acts of the Occupant are the acts of the Guardian.

16.2 The Occupant and the Guardian covenant and acknowledge that, upon the Occupant reaching the Age of Majority:

- a) the Guardian is released from all of his responsibilities and obligations under the Agreement from the date on which the Occupant reaches the age of majority; and
- b) the Occupant is directly and personally responsible for all promises made by the Occupant under the Agreement from the date on which the Occupant reaches the Age of Majority.

17 DEFINITIONS

In the Agreement, unless the contrary intention appears, the following words have the following meaning:

“Age of Majority” means the age of 18.

“Agreement” means these Terms and Conditions, including any variation or amendment or modification made to this Agreement from time to time.

“Campus” means the campus of the University described in item 4 of the Schedule.

“Chattel” means the chattels owned by the University, located on the Premises.

“Check In Report” means the inspection and condition report and the property inventory in respect of the Premises, provided by the University to the Occupant upon entry into the Agreement, for completion by the Occupant pursuant to clause 5 of the Agreement.

“Common Area” means all those parts of the Unit intended by the University for use in common by occupants of the Unit.

“Common Facilities” means all those parts and facilities designated or intended from time to time for use in common by occupants of the Student Village.

“Early Termination Fee” means the amount referred to in Item 9 of the Schedule.

“Guardian/Guarantor” means the person described in Schedule Appendix 1.

“Village Manager” means the person employed by the University, at any time, to administer and manage the Student Village.

“Land and Traffic By-Laws” means the Edith Cowan University Land and Traffic By-Laws, copies being available upon request to the Occupant upon entry into the Agreement and any variations or amendments made to them from time to time.

“Late Fee” means the fee or fees payable, as described in Item 10 of the Schedule.

“License” means the right to use and occupy the Premises, granted by the University to the Occupant under this Agreement.

“Long Term Occupancy” means the period of occupation described in Item 5 of the Schedule which is a period of occupation, not less than the full period of Semester One or Semester two, excluding the Vacation Period.

“Occupant” means the person named in Item 2 of the Schedule whose permanent address is specified in Item 2 of the Schedule.

“Permitted Use” means the use described in Item 8 of the Schedule.

“Premises” means the Unit and the Room described in Item 4 of the Schedule.

“Rent” means the amount of rent referred to in Item 6 of the Schedule.

“Residential Staff” means students of the University who are occupants of the Student Village and employed by the University as residential assistants of the Student Village.

“Room” means the room described in Item 4 of the Schedule.

“Services” means the services running through or servicing the Premises and the Common Facilities, including without limitation, air conditioning equipment, power, water, gas, telecommunications, fire equipment and sewerage.

“Semester One” means the first semester of the academic year of the University commencing in February and ending in June of any year.

“Semester Two” means the second semester of the academic year of the University commencing in July and ending in November of any year.

“Student Village” means the student village described in Item 4 of the Schedule, and includes all buildings, accommodation, recreation, common Areas and the Common Facilities and all areas within the boundaries of the Student Village.

“Student Village Handbook” means the Edith Cowan University Student Village Handbook, provided to the Occupant upon entry into the Agreement and any variations and amendments made to it from time to time.

“Unit” means the unit described in Item 4 of the Schedule.

“University” means Edith Cowan University, a body corporate established under section 4 of the Edith Cowan University Act (WA) 1984 as described in Item 1 of the Schedule.

“Vacation Period” means the period of time between the end of Semester One and the beginning of Semester Two and the period of time between the end of Semester two and the beginning of Semester One.

18. INTERPRETATION

- a) The word “person” includes a firm, a body corporate, an unincorporated association or an authority; and a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes and assigns;
- b) The singular includes the plural and vice versa;
- c) An obligation, warranty or representation in favour of two or more persons is for the benefit of them jointly and severally;

- d) An obligation, warranty or representation on the part of two or more persons binds them jointly and severally;
- e) A reference to a clause is a reference to a clause in the Terms and Conditions;
- f) The headings will not affect the interpretation or construction of the Terms and Conditions;
- g) A reference to a business day is a reference to a day on which trading banks are open for business.
- h) A reference to anything (including, without limitation, any amount or the premises) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
- i) If the Terms and Conditions prohibits the Occupant from doing a thing, the Occupant may not allow or cause any person to do that thing.