

ACCOMMODATION AGREEMENT

This agreement is made between the University of Wollongong (“University”) and the person named in Item A of the Schedule (“the Lodger”).

INTRODUCTION

- A. The University is the lessee of the Residence under the Head Lease;
- B. The Lodger is a student enrolled in a course offered by the University;
- C. As part of that course, the Lodger is required to participate in a clinical placement;
- D. To facilitate the Lodger’s participation in the clinical placement, the University grants to the Lodger a licence to use the Residence on the terms and conditions of this Agreement.

TERMS OF AGREEMENT

It is agreed that:

1.0 Definitions

Agreement means the terms and conditions of this agreement and includes the Schedule;

Commencement Date means the commencement date listed in Item B of the Schedule;

Common Facilities means those parts of the Residence designated by the University for common use by the Lodger and lodgers of other rooms in the Residence, including but not limited to:

- (a) the living/dining areas, kitchen, bathrooms, toilets, store room, balcony, patio, passageways, hallways and stairwells in the Residence;
- (b) the enclosed land surrounding the Residence;
- (c) the fixtures, furniture and furnishings located in (a) and (b); and
- (d) any additional areas specified in Item E of the Schedule;

CPF means the Clinical Placement Facilitator specified in Item F of the Schedule, or other officer appointed from time to time by the University to manage this Agreement;

Due Date means the date or dates specified in Item C of the Schedule;

End Date means the end date listed in Item B of the Schedule;

Fees means the amount payable by the Lodger to the University referred to Item C of the Schedule;

Head Lease means the lease of the Residence between the owner of the Residence as landlord/lessor and the University as tenant/lessee;

Lodger means the person named in Item A of the Schedule who is enrolled in a course offered by the University and who will live in the Residence during the Term of the Agreement;

Policies means the University's Travel Insurance Policy and Group Personal Accident Insurance Policy, as operating from time to time.

Residence means the residence referred to in Item D of the Schedule, and includes the Room and the Common Facilities;

Room means the study-bedroom to which the Lodger has been assigned, and includes any furniture, fixture and equipment therein that does not belong to the Lodger;

Schedule means the schedule marked "Schedule 1" and annexed to this Agreement;

Services means electricity, gas (where available), water, garbage disposal services, internet connection and telephone (incoming and 000 calls only) services;

Term means the term of this Agreement, as set out in Clause 3 and Item B of the Schedule;

University means the University of Wollongong; and

Visitor(s) means a person or persons invited to the Residence by the Lodger, or who is otherwise lawfully attending the Residence to visit the Lodger.

2.0 Extent of Agreement

In consideration of receipt of the Fees, the University grants to the Lodger for the Term a licence to use:

- 2.1 the Room to which the Lodger is assigned; and
- 2.2 the Common Facilities in common with the lodgers of other rooms in the Residence.

3.0 Term of Agreement

This Agreement commences on the Commencement Date and ends on the End Date unless it is terminated earlier in the manner specified in this Agreement ("the Term").

4.0 Assignment and Sub-Letting

The Lodger will not:

- 4.1 assign or transfer the whole or part of the Lodger's interest under this Agreement;
- 4.2 sub-let, grant a licence, share or part with possession of the whole or any part of the Room or the Residence, or mortgage, charge or otherwise deal with the Room or the Residence;
- 4.3 Attempt to do anything in clauses 4.1 and 4.2.

5.0 Payment of Fees

- 5.1 The Lodger agrees to pay the Fees to the University by the Due Date in the manner specified in Item C of the Schedule.
- 5.2 If the Lodger is unable to pay the Fees by the Due Date, the Lodger must advise the CPF promptly before the Due Date.
- 5.3 If the Fees are not paid by the Due Date the University may take action to recover the outstanding Fees, including, but not limited to:
 - (a) preventing the Lodger's access to the Room and/or the Residence; and
 - (b) withholding the Lodger's academic results.

6.0 Services

The University and the Lodger agree that:

- 6.1 the University will use best endeavours to ensure that the Services are connected to the Residence and available for use by the Lodger during the Term;
- 6.2 subject to clause 6.3, the University will pay for the Services used by the Lodger; and
- 6.3 the Lodger will pay for Services used by the Lodger where, in the reasonable opinion of the University, the Lodger's use of the Services is excessive and/or unreasonable.

7.0 Lodger's Use of the Residence

The Lodger:

- 7.1 must only use the Room and the Residence for residential purposes;
- 7.2 must not use the Room and/or the Residence, or cause or permit the Room and/or the Residence to be used, for any illegal purpose;

- 7.3 must not allow or permit any other person to occupy the Room, the Residence or any part thereof without the prior written permission of the CPF;
- 7.4 must ensure that any Visitor complies with the conditions of this Agreement and is responsible for any act or omission by a Visitor who breaches any terms of this Agreement;
- 7.5 must not, by act or omission while in the Residence:
 - (a) cause or permit a nuisance;
 - (b) interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of any other person at the Residence or of any neighbours;
 - (c) place themselves or other persons at risk; or
 - (d) commit an act of violence against themselves or any other person;
- 7.6 must not interfere with or permit interference with the reasonable use by other lodgers of the Common Facilities;
- 7.7 must not gain entry to another lodger's room without their prior permission nor access any Common Facilities to which the Lodger's access has been temporarily or permanently denied;
- 7.8 must not obstruct the Common Facilities, entries or exits of the Residence in any way;
- 7.9 must not remove, interfere with or use any fire detection or protection equipment (fire doors, fire blankets, fire hoses, fire extinguishers, fire alarms, smoke/thermal detectors) for any other purpose other than those for which they were designed;
- 7.10 must not move or remove any furniture from the Residence or within or outside the building;
- 7.11 must not store in the Residence any flammable materials;
- 7.12 must not keep animals in the Room or in or around the Residence;
- 7.13 must immediately notify the CPF of any infectious disease or the presence of rats, cockroaches, fleas or other pests in or around the Residence;
- 7.14 must not hang clothing on the rails or balconies of the Residence or use Common Facilities for the purpose of hanging washing unless those Common Facilities are designated areas for the hanging of washing and contain clotheslines for these purposes;

- 7.15 must not smoke tobacco or any illegal substance inside, or within ten (10) metres, of the Residence, including outdoor dining areas, entries, exits, stairwells, balconies and air intakes; and
- 7.16 must not break any policy, rule or regulation as outlined in the, Campus Access and Order Rules, Code of Practice – Students, IT Acceptable Use Policy, Anti-Bullying Guidelines and Sexual Harassment Policy, failing which the Lodger will submit themselves to the associated procedures for managing breaches of these policies, rules, codes, or regulations including any disciplinary sanctions that may be applied.

8.0 Cleanliness, Repairs and Damage

The Lodger:

- 8.1 must keep the Room and the Common Facilities clean, with special attention to be paid to the kitchen, bathroom and appliances, failing which the University may clean the Room and the Common Facilities at the cost of the Lodger;
- 8.2 must not intentionally or negligently cause or permit any damage to the Residence or to any property, furniture, fixtures or equipment in the Residence;
- 8.3 must not put anything down any sink, toilet or drain likely to cause damage or obstruction, failing which the University may repair the damage or remove the obstruction at the cost of the Lodger.
- 8.4 must wrap up and place any rubbish or garbage in an appropriate container, failing which the University may remove the rubbish or garbage at the cost of the Lodger;
- 8.5 must immediately notify the CPF of any loss, damage or defect to the Room or the Residence;
- 8.6 must pay for or meet any claims in respect of:
 - (a) any loss or damage to property, furniture, fixtures and equipment included as part of the Residence where the loss or damage is caused by the Lodger or by a Visitor of the Lodger, either by neglect or wilful act or omission;
 - (b) any loss or damage to another person's personal property located in the Residence, where the loss or damage is caused by the Lodger or by a Visitor of the Lodger, either by neglect or wilful act or omission; and
 - (c) any injury to a person caused by an act or omission of the Lodger or of a Visitor of the Lodger;
- 8.7 acknowledges that the University takes no responsibility whatsoever for damage to or loss of any item of personal property brought into the Residence by the Lodger or a Visitor of the Lodger.

9.0 Alterations and Additions

The Lodger:

- 9.1 must not attach any fixture, renovate or make alterations or additions to the Room or the Residence;
- 9.2 must not undertake any decorating that involves painting, marking, placing tape, nails or hooks on walls or doors or defacing any part of the Room or the Residence;
- 9.3 must not install in the Residence a washing machine, dryer, dishwasher, gas appliance, microwave or refrigerator without the prior written permission of the CPF;
- 9.4 must not alter, remove or add any lock or other security device to the Room or the Residence.

10.0 University Access to Residence

- 10.1 The Lodger must allow the University, its agents or employees access to the Room and the Residence for the purpose of cleaning, the issuing of notices or memos, room inspections, maintenance and otherwise will not impede the University's possession and control of the Room and the Residence.
- 10.2 The University reserves the right to relocate the Lodger, with a minimum of one (1) day's notice, to another Room within the Residence for maintenance purposes or any other purpose deemed reasonable or necessary by the CPF.

11.0 Liability

- 11.1 The University is not liable for:
 - (a) any damage or loss that the Lodger may suffer at the Residence, including without limitation, by the negligent or other act of any other person;
 - (b) any damage to or loss of any item of personal property brought into the Residence by the Lodger or a Visitor.
- 11.2 Notwithstanding clause 11.1 above, the University has in place Policies against which the Lodger may make a claim for damage to or loss of an item of personal property brought into the Residence. The Lodger acknowledges that the success of any claim made against the Policies is:
 - (a) at the absolute discretion of the insurer; and
 - (b) subject to the terms, conditions and exclusions in the Policies.

11.3 The Lodger acknowledges that a claim under the Policies may not be successful where:

- (a) the Lodger normally resides less than fifty kilometres from the Residence;
- (b) the Lodger's stay at the Residence is longer than 180 days; or
- (c) any other exclusion in the Policies applies.

12.0 Vacating the Residence

The University and the Lodger agree that:

12.1 On or before the End Date, or upon earlier termination of the Agreement, the Lodger must:

- (a) vacate the Residence;
- (b) leave the Room and the Common Facilities in good order (excepting fair wear and tear), clean and clear of any personal belongings, including clothing, cooking utensils and furniture brought to the Residence by the Lodger;
- (c) complete any paperwork required by the University; and
- (d) return all keys and/or access cards for the Residence to the CPF.

12.2 Any personal property left in the Room and/or the Residence after the Lodger has vacated will be removed and either disposed of or given to a local charity.

13.0 Default and Termination

Termination by Lodger

13.1 The University and the Lodger agree that:

- (a) If the Lodger wishes to vacate the Residence during the Term, the Lodger must provide the University with a minimum of one (1) day's notice.
- (b) If the Lodger vacates the Residence pursuant to clause 13.1(a), the Lodger shall remain liable for any Fees payable up to the End Date of the Agreement.

Events of Default and Termination

13.2 The Lodger agrees that in any of the following events the University may terminate the Agreement by giving:

- (a) a minimum of one (1) day's notice if, in the reasonable opinion of the University, the Lodger is engaged in any illegal activity whatsoever, or is causing a disturbance, or the Lodger's behaviour is such that there is a likelihood that the safety of any other person at the Residence is at risk;
- (b) not less than seven (7) days' notice in writing specifying the breach complained of if:
 - (i) Fees remain unpaid for seven (7) days after becoming due and payable whether formally demanded or not; or
 - (ii) there is a breach by the Lodger of any term of this Agreement;
- (c) not less than seven (7) days' notice in writing, where the Head Lease is terminated for any reason.

13.3 Should it be necessary for the University to terminate the Agreement under 13.2(a) or 13.2(b), the Lodger shall remain liable for any Fees payable up to the End Date of this Agreement.

14.0 Nonwaiver

14.1 The non-enforcement by the University of any term or condition of the Agreement shall not constitute a waiver of any subsequent breach of the Agreement.

14.2 Acceptance by the University of any payment of Fees:

- (a) will be a waiver of the Lodger's breach of the Agreement where the Lodger breached the Agreement because he/she failed to pay the Fees so accepted by the University by the Due Date; and
- (b) will not be deemed a waiver of any other breach of the Agreement.

15.0 Governing Law

This Agreement be construed according to the laws of the State of New South Wales, and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

16.0 Severance

If any part of this Agreement is or becomes void, voidable or unenforceable, this Agreement is to be read and construed as if that part had been severed from this Agreement so that all parts not void, voidable or unenforceable remain in full force and effect and unaffected by that severance.

17.0 Notices

- 17.1 Any notice to the Lodger by the University may be given to the Lodger either personally, by leaving the notice at the Residence or the Room, or by delivery by electronic mail.

- 17.2 Any notice to the University by the Lodger may be given to the University by delivering the notice to the CPF at the address in Item F of the Schedule during normal business hours or by delivery by electronic mail.

Signed for and on behalf of the University

..... (Name) Signature
..... (Position) (Date)

Signed by the Lodger

..... (Signature)	
..... (Name) (Date)

In the presence of

..... (Signature of Witness)	
..... (Name of Witness) (Date)

SCHEDULE 1

Item A	<p>Lodger</p> <p><i>Family Name:</i> _____ <i>Given Name(s):</i> _____</p> <p><i>Normal residential address:</i> _____</p> <p><i>Phone:</i> _____ <i>Email:</i> _____</p>
Item B	<p>Term</p> <p><i>Commencement Date:</i> _____</p> <p><i>End Date:</i> _____</p>
Item C	<p>Fees and Due Date(s)</p> <p>\$_____ payable on or before the commencement date</p> <p>Fees to be paid by cash, money order or bank cheque.</p>
Item D	<p>Residence</p> <p><i>Address of Residence:</i> _____</p>
Item E	<p>Additional Common Facilities</p> <p><i>[If none, insert "NIL"]</i></p>
Item F	<p>Clinical Placement Facilitator</p> <p><i>Name:</i> _____</p> <p><i>Address:</i> _____</p> <p><i>Phone:</i> _____ <i>Fax:</i> _____</p> <p><i>Email:</i> _____</p>