



University of  
Southern  
Queensland



# Accommodation Agreement

University of Southern Queensland

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# Agreed terms

## 1. Defined terms & interpretation

### 1.1 Defined terms

In this Agreement, unless the context or subject matter otherwise indicates or requires:

**Assistance Dog** has the meaning given to that term in the *Guide, Hearing and Assistance Dogs Act 2009* (Qld).

**Casual Daily Rate** means the rate specified in Item 7.

**Student General Conduct Policy** means the University's 'Student General Conduct Policy' accessible via the Website.

**College** means the College referred to in Item 2 together with the buildings (residential or otherwise) and all other improvements located on that College.

**Collegiate Team** means the staff and volunteer members of the College engaged in connection with the operation and functions of the College, and includes the Manager, the Senior Residential Life Officer, the Senior Residential Leaders and Residential Leaders.

**Commencement Date** means the date specified in Item 4.

**Council** means the governing body of the University formed under the *University of Southern Queensland Act 1998* (Qld).

**Dining Hall** means, as relevant, a building designated as a dining hall on the College or the Refectory located on the University campus.

**Director** means the person identified by the University from time to time as the 'Director (Student Accommodation)' of the College.

**Expiry Date** means the date specified in Item 5, or such other date as may be determined in accordance with this Agreement.

**Fee** means the amount specified in Item 6 and payable in accordance with Item 6 and clause 4.

**Force Majeure Event** means:

- (a) an act of God, fire, explosion, flood, inclement weather, natural disaster or pandemic,
- (b) the outbreak of hostilities (whether or not accompanied by any formal declaration of war), riot, civil disturbance or acts of terrorism;
- (c) the act or order of any government or competent authority (including the cancellation or revocation of any approval, authority or permit);
- (d) the declaration of a state of emergency or the invocation of martial law having an effect on commerce generally;
- (e) industrial action (including strikes and lock-outs);
- (f) equipment breakdown; or
- (g) any other cause, impediment, circumstance or event beyond the reasonable control of the University (including where a space is unfit for occupation or use by the College community).

**Handbook** means the University's Residential Colleges Handbook.

**Induction Materials** means, at a relevant time, the materials identified as induction materials by the University and made available to Residents on the Website.

**Item** means an item of the Schedule.

**Manager** means the Manager (Residential Life) of the Residential College.

**Meal Package** means any meal package selected by the Resident specified in Item 8.

**Meal Package Fee** means the amount payable for a selected Meal Package as specified in Item 8 (if any) and payable in accordance with Item 8 and clause 4.2.

**Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld) from time to time, and includes any information or opinion in any form, whether recorded or not, about an identified individual or an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Portal** means the University's portal for matters relating to student accommodation, available through the Website.

**Privacy Policy** means the University's 'Privacy Policy' accessible via the Website.

**Resident** means the person named in Item 1.

**Residential Leader** is a student member of the Collegiate team who resides within the College.

**Room** means the room specified in Item 3.

**Schedule** means the schedule entitled 'Schedule to Accommodation Agreement' provided to the Resident by email (or other form of correspondence) from the University which, together with this document, forms part of the Agreement.

**Senior Residential Leader** is a senior student member of the Collegiate team who resides within the College.

**Student Residential Life Officer** means the person appointed to support the Manager in handling matters relating to student support and wellbeing.

**Student Debt Management Procedure** means the University's 'Student Debt Management Procedure' policy accessible via the Website.

**Study Period** means the period during which a course or study unit is offered by the University.

**Term** means the term of this Agreement, commencing on the Commencement Date and expiring on the Expiry Date.

**University** means the University of Southern Queensland, and includes its officers, employees agents and contractors.

**Visitor** means any invited guest of a Resident who does not normally reside at the College.

**Website** means the University's website from time to time (as at the date of this Agreement, accessible at <https://www.usq.edu.au>).

## 1.2 Interpretation

In this Agreement, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa and reference to any gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (c) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to this Agreement, and a reference to this Agreement includes any schedule, attachment or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar, or \$ is the Australian currency and all amounts payable under this Agreement are payable in Australian currency;
- (f) a reference to a party includes its agents, employees, invitees, officers, permitted successors, transferees and assigns;
- (g) a reference to an officer or employee of the University (including a member of the Collegiate Team) includes that person's delegates (and a person who is acting in such a role) and permitted successors in that position or a similar position;
- (h) a reference to time is to time in Queensland, Australia;

- (i) 'writing' includes an email or facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (j) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency, or other entity;
- (k) a reference to legislation, regulation, statute, ordinance, code or other law, or a policy or procedure of the University, includes regulations and any other instrument under it and consolidations, amendments, re-enactments or replacements;
- (l) headings are for convenience only and do not affect interpretation;
- (m) any word of limitation such as 'including', and any other similar expression, is to be read with the words 'but not limited to' immediately after;
- (n) 'GST', 'input tax credit,' 'recipient', 'supply', 'tax invoice' and 'taxable supply' has the meaning given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) if a day on, or by which, an obligation must be performed, or an event must occur, is not a business day, the obligation must be performed, or the event must occur on the next business day; and
- (p) no rule of interpretation may be applied to the disadvantage of a party if that party was responsible for drafting this Agreement or clause; and
- (q) and references in University policy and procedure to the 'Conditions' will, unless the context otherwise requires, be taken to be a reference to this Agreement.

## 2. Term of Agreement

### 2.1 Term

The University grants to the Resident the right to occupy the Room as a residence for the Term, subject to the terms and conditions in this Agreement.

### 2.2 Extension of Term

- (a) If the Resident wishes to extend the Term beyond the then-current Expiry Date, the Resident must submit a request via the Portal not later than the date that is 4 weeks prior to the Expiry Date, for approval by the University.
- (b) If the request for an extension of the Term is approved by the University, this Agreement will be varied so that the Expiry Date will be the last day of the next Study Period, or such other date as notified by the University to the Resident in writing, and all other terms and conditions of this Agreement will continue to apply.

## 3. Handbook, guidelines, policies and procedures

### 3.1 Compliance

The Resident acknowledges and agrees that in addition to complying with the terms of this Agreement, the Resident must comply with the Handbook, the Student General Conduct Policy, the Student Debt Management Procedure, and each other policy, guideline and procedure implemented by the University throughout the Term, and in the event the Handbook or any other policies, guidelines and procedures are inconsistent with the terms of this Agreement, this Agreement will prevail.

### 3.2 Revisions to Handbook, policies and procedures during the Term

The Resident acknowledges and agrees that:

- (a) the University may from time to time change its Handbook, policies, guidelines and procedures; and

- (b) the Resident will be bound by any changes at the time the Resident receives written notice from the University of the updated Handbook, guidelines, policies or procedures, to the extent that they are not inconsistent with the terms of this Agreement.

## 4. Fees and charges

### 4.1 Residential fees payable

The Resident must pay to the University the Fees in the amounts and at the times specified in Item 6, without any abatement, reduction, set-off or recoupment.

### 4.2 Meals

- (a) If the Resident has selected to receive a Meal Package, the Resident must pay the Meal Package Fee at the same time and in the same manner as the Fees, as set out in Item 6.
- (b) If the Resident wishes to change the Resident's selected Meal Package (or cease receiving a Meal Package and self-cater), the Resident must request this change through the Portal.
- (c) Any change to a selected Meal Package requested by a Resident pursuant to clause 4.2(b) will be implemented by the University as soon as it is reasonably practicable to do so.

### 4.3 Payment of other amounts

Save to the extent provided for in clause 4.1 or 4.2, amounts payable by the Resident to the University under or in connection with this Agreement are payable by the Resident not later than 14 days after the University issues the Resident with an invoice for those amounts.

### 4.4 Extension of time to pay and treatment of arrears

- (a) In extenuating circumstances, a Resident may apply to the Director for an extension of time in which to pay the Fees, charges or other expenses payable by the Resident under this Agreement by completing the 'Application for Extension of Time to Pay Residential Fees and Charges' form available via the Portal (Fee Extension Form).
- (b) The Fee Extension Form must be completed and submitted for the University's approval, on or before the relevant due date for payment of the Fees, charges or other expenses.
- (c) If:
  - (i) a due date for payment of Fees, charges or other expenses is not met; and
  - (ii) a Fee Extension Form has not been submitted (or, if submitted, has not been approved by the University),an overdue notice will be issued to the Resident and an administration fee (determined in accordance with the University's current policies and procedures) will be payable by the Resident.
- (d) If the Resident is in arrears by a period of 14 days or more (or has breached the conditions of an extension of time to pay granted by the University), without limiting clauses 18 or 19, the University may do one or more of the following:
  - (i) terminate this Agreement;
  - (ii) refer the Resident to the University's Financial Services department, which may result in a formal debt collection process; and
  - (iii) take such further steps as the University may see fit pursuant to the Student Debt Management Procedure, which may include the Resident:
    - (A) being suspended from all Colleges owned or operated by the University;
    - (B) having the Resident's results or academic transcripts withheld;
    - (C) being prevented from graduating; or
    - (D) being prevented from enrolling in future Study Periods.

## 4.5 Absence from College and fee reduction

- (a) A Resident may, via the Portal, apply for a reduction of Fees payable by the Resident to the University under this Agreement if the Resident is required to be absent from the College for at least a full 7 day week:
  - (i) to participate in authorised University academic programs;
  - (ii) for medical reasons; or
  - (iii) in such other extenuating circumstances as may be approved by the Director.

**(Fee Reduction).**
- (b) An application for Fee Reduction must be supported by written confirmation from the University (if relevant), a medical practitioner or other independent documentation as appropriate to substantiate the reason for the absence and its duration.
- (c) A Fee Reduction application may include any application to reduce payments for a Meal Package (where relevant) or any other fees or charges payable by a Resident pursuant to this Agreement.
- (d) An application for Fee Reduction is subject to the approval of the Director.

## 5. Rooms

### 5.1 Condition of Room

- (a) On or before the Commencement Date, a condition report may be made available to the Resident by the College specifying the state of repair and general condition of the Room as at the Commencement Date (Condition Report).
- (b) The Resident must within 7 days of the Commencement Date, assess, and complete the Condition Report via the Portal.
- (c) If the Resident is not provided with a Condition Report by the College, the Resident must within 7 days of the Commencement Date notify the College of:
  - (i) any damaged or missing items in the Room; and
  - (ii) any concerns with the cleanliness or general condition of the Room,via the 'Resident Room Condition Form' via the Portal.
- (d) If the Resident:
  - (i) is provided with a Condition Report but does not complete and return it as required by clause 5.1(b); or
  - (ii) is not provided with a Condition Report, and fails to provide notification pursuant to clause 5.1(c),it will be deemed that the Resident is satisfied with the condition of the Room and has agreed that the Room was in a good and undamaged condition at the Commencement Date.
- (e) Any damage to the Room identified after any period identified under clause 5.1(b) or 5.1(c) will be deemed to have been caused by the Resident and the charges associated with repairs will be payable by the Resident in accordance with clause 15(a).

### 5.2 Cleaning and condition of Room

The Resident must:

- (a) maintain the Room in a clean and good condition;
- (b) not remove any fittings, furnishings or other property of the University from the Room or any other part of the College without the prior written approval of the Manager;
- (c) keep all common areas of the College (including outside grounds and walkways) clean and tidy and clear of personal belongings;

- (d) provide access to the Resident's Room at the times notified by the University to enable any connected bathroom to be cleaned by the University's cleaning services; and
- (e) if the Resident has not kept the Room in a clean and tidy condition and additional cleaning services are required, the Resident must pay a cleaning fee and administration fee for arranging the cleaning of the Room, in accordance with the University's then current fees and charges.

### 5.3 University's right to access Room

- (a) The University may conduct inspections of the Room on providing reasonable prior notice to the Resident (being not less than 24 hours' notice), including to:
  - (i) conduct hazard inspections;
  - (ii) comply with the University's workplace health and safety requirements, and any other requirements prescribed by law; or
  - (iii) monitor the Resident's compliance with this Agreement.
- (b) If the University requires access to the Room for other purposes it will, where possible, provide reasonable prior notice to the Resident, provided that no notice will be required:
  - (i) in the case of an emergency;
  - (ii) in order to carry out urgent maintenance works; or
  - (iii) in order to carry out works requested by the Resident.

### 5.4 Occupation of Room outside Study Periods

- (a) If the Resident wishes to continue to reside in their Room during a period that is not part of a Study Period, the Resident must submit a request via the Portal by the date that is 4 weeks prior to the last day of the then-current Study Period (or such shorter period as may be notified by email to the Resident), for approval by the Director.
- (b) If the Director, at the Director's discretion, approves a request pursuant to clause 5.4(a):
  - (i) the Resident must continue to pay the Fees and other amounts (including amounts payable in connection with a Meal Package) for each week (or part thereof) that the Resident is permitted to continue occupying the Room pursuant to this clause 5.4; and
  - (ii) if the Resident continues to occupy their Room for four days or less outside a Study Period, the Student will be charged the Casual Daily Rate for each day that the Resident continues to reside in the Room outside a Study Period.

## 6. Insurance

- (a) The Resident acknowledges and agrees that it remains responsible at all times for, and for insuring against loss of or damage to, the Resident's personal belongings and property.
- (b) The University accepts no responsibility for any loss or damage to the Resident's personal belongings and property.

## 7. Social behaviour

### 7.1 Noise generation

- (a) The Resident will:
  - (i) respect the rights of other individuals at the College at all times, and will ensure that noise from inside the Resident's Room cannot be heard from outside the Resident's Room after 11:00pm or before 7:00am (or such other times as may be specified in the Handbook); and
  - (ii) comply with the requirements of the Handbook regarding noise, including that during the week leading up to, and including, examination periods, noise from inside the Resident's Room must not be audible outside the Resident's Room at any time of the day or night.



- (b) The Director may impose appropriate noise restrictions to accommodate College events and other functions by providing the Resident with at least 24 hours' notice of the noise restriction commencing.

## **7.2 Smoking**

The Resident acknowledges and agrees that:

- (a) the University is a smoke-free campus and smoking is not permitted anywhere within the Resident's Room, the College or any part of the University's campuses;
- (b) the Resident and any Visitors will need to move to an area outside the University boundary if they wish to smoke; and
- (c) if the Resident is found to be smoking in a prohibited area, the Resident may be disciplined in accordance with clause 19 of this Agreement, and may be referred to the University under the Student General Conduct Policy.

In this clause, references to 'smoking' take the meaning given to them in relevant University policy and procedure.

## **7.3 Behaviour, discrimination and harassment**

The Resident acknowledges that:

- (a) Residents are responsible for making themselves aware of, and adhering to, any University policies or procedures relating to discrimination, bullying, and harassment;
- (b) Residents are required to review Induction Materials at least annually as part of their admission or readmission to College; and
- (c) abusive behaviour, including physical, psychological, sexual and racial harassment or bullying of any kind will not be tolerated and such behaviour, or any other act of misconduct, may result in disciplinary action in accordance with clause 19 of this Agreement and the Student General Conduct Policy, including immediate termination of this Agreement for serious misconduct.

## **8. Events and parties**

- (a) If the Resident wishes to organise or hold a private event at the College the Resident must submit an 'Application to Use Residential College Premises for In-House Events' form via the Portal, and if required by the University, complete a risk assessment in a form, and with a level of detail, that is acceptable to the University.
- (b) Permission for an event may be declined if the nature of the event is determined by the University to present unacceptable risks, or if the event is proposed to occur at a time that may impact on the amenity or wellbeing of other College residents (e.g., during exams).
- (c) Any Resident authorised by the College to hold an event will be held responsible for proper conduct of the occasion, including noise control, behaviour of participants and post event clean up and payment of a cleaning fee which will be charged to the Resident if additional cleaning services are required.
- (d) If the University (or a member of the Collegiate Team) believes that an approved event is causing a threat to the health or safety of, or unreasonable disruption to, any person on the College or the Campus, the University (or relevant member of the Collegiate Team) may immediately require that the event is shut down and take all action as necessary to do so.

## **9. Drugs and alcohol**

### **9.1 Possession of unlawful substances**

- (a) Whilst on College property, the Resident must not use, keep or have in their possession or control any substance or article, the possession of which is forbidden by law.

- (b) Any breach of this clause may result in the matter being reported to appropriate authorities and may result in the immediate termination of this Agreement.

## 9.2 Alcohol

- (a) General approach
  - (i) The consumption of alcohol at social occasions on the College may be permitted subject to the approval of the Director.
  - (ii) The undue reliance on alcohol for recreational purposes by individuals or groups will not be permitted. This includes the consumption of alcohol at social events arranged by the residential community.
- (b) Observance of the law
  - (i) If the Resident is under the legal age prescribed by the State of Queensland they will not be served alcohol nor permitted to consume alcohol in the College. Underage Residents and/or Residents caught supplying alcohol to a minor will be disciplined in accordance with clause 19.
  - (ii) Any storage, sale or consumption of alcohol on the College must be compliant with the requirements of the liquor licensing legislation of the State of Queensland.
- (c) Where alcohol may be consumed
  - (i) If the Resident is lawfully permitted to consume alcohol, the Resident may consume modest amounts of alcohol, in the Room, or in small social groups in a common area on the College.
- (d) Responsibility of the individual
  - (i) The Resident must be responsible in their consumption of alcohol in the Colleges. Competitive drinking practices (e.g. boat races) and drinking games are not permitted. The consumption of alcohol will not be accepted as a reasonable explanation or absolve accountability for unacceptable behaviour or damage to property. The Resident will be required to pay for damages or cleaning resulting from alcohol consumption in accordance with clause 15.
  - (ii) The University may take disciplinary action, as per the Student General Conduct Policy, against a Resident for behaviour constituting misconduct, including conduct which is disorderly, lewd or indecent.
- (e) Responsibility of the Director and the Collegiate Team
  - (i) Members of the Collegiate Team are authorised to take all reasonable action to manage any situation within the residential community involving the consumption and use of alcohol. If the Resident does not respond appropriately to requests made by the Collegiate Team, University security may be contacted to assist with the situation.
  - (ii) Where a Resident continues in the excessive use of alcohol or unacceptable behaviour arising from the consumption of alcohol, the Director or any person nominated by the Director may counsel the Resident or refer the Resident to the appropriate services.
  - (iii) Where a Resident fails to respond in accordance with clause 9.2(e)(ii), the Director may take such steps as the Director determines appropriate in the circumstances, which may include terminating this Agreement or requiring the Resident to leave the Colleges in accordance with clause 19.

## 10. Internet usage

During the Term, the Resident:

- (a) is granted free internet access to the University's computer network, including accessing the internet from their Room;

- (b) agrees to comply with the 'Acceptable Use of ICT Resources Policy' (accessible via the Website) and maintain up to date virus protection software at all times (ICT Policy); and
- (c) acknowledges that:
  - (i) violation of the ICT Policy will result in the Resident's internet access being shut down; and
  - (ii) use of network sharing devices (including but not limited to wireless access points, switches and routers) is prohibited, and if such a device is detected the port will be shut down and relevant members of the Collegiate Team will be notified.

## 11. Visitors

### 11.1 Responsibility of the host

The Resident may invite a Visitor into the College, provided that the Resident ensures that any Visitor:

- (a) remains in the company of the Resident; and
- (b) respects the terms of this Agreement, and property of other Residents, the College and the University.

### 11.2 Unacceptable behaviour

- (a) Where a Visitor is, in the opinion of a member of the Collegiate Team, not behaving in a manner consistent with this Agreement, the Collegiate Team member has the authority to ask a Visitor to leave and take all necessary and reasonable actions to ensure the Visitor leaves the College precincts, including contacting University security or the police.
- (b) The Resident will be liable for any damage caused by any Visitor the Resident hosts or invites to the College.

### 11.3 Visitors staying in colleges

- (a) A member of the Collegiate Team may permit a Visitor to stay overnight in a Resident's room following submission of a 'Stay of Guest Application' application through the Portal.
- (b) The Resident will be responsible for payment of any applicable fees, including linen or other services requested.
- (c) No Visitor will be permitted to stay at the College for more than two consecutive nights or on a regular or frequent basis.

## 12. Cohabitation

The Resident acknowledges and agrees that (other than in relation to Visitors approved under clause 11.3) cohabitation on College premises is not allowed and only the Resident is permitted to reside in the Room.

## 13. Prohibited Items

- (a) The Resident must not bring any of the following items on to the College:
  - (i) firearms and other weapons, including items capable of launching a projectile (e.g. potato canon, archery sets, gel blaster, sling shot etc);
  - (ii) fireworks, flammable liquids or gases; and
  - (iii) pets or other animals, except for accredited Assistance Dogs permitted in accordance with clause 13(b).
- (b) If a Resident requires the use of an Assistance Dog at the College, the Resident must submit an application in accordance with the 'Guidelines for Assistance Dogs UniSQ Residential Colleges' (refer to the Handbook) (the **Guidelines**). If that application is approved, the Resident must, at all times during the Term, comply with the requirements in the Guidelines and this Agreement for



keeping an Assistance Dog at the College, in addition to any additional conditions reasonably imposed by the College in connection with the keeping of an Assistance Dog.

## 14. Fire-fighting equipment

- (a) The Resident must not interfere with fire-fighting equipment at the College, including setting off fire alarms for no legitimate reason.
- (b) If the Resident is responsible for creating an unwanted alarm, the Resident will be responsible for costs incurred by the University in connection with any call out fee or similar (including those charged by any governmental authority or agency) as well as other associated costs such as fire system contractor fees. If a fire alarm is set off deliberately, the University may terminate this Agreement and the Resident may be required to leave the College immediately.

## 15. Damage

- (a) If a Resident causes damage to College property the Resident will be liable to the University for the cost of cleaning, repair or replacement of the damaged property.
- (b) If multiple Residents are found to be responsible for damages, the costs associated with the cleaning, repair or replacement of the damaged property will be apportioned appropriately at the discretion of the University.
- (c) When damage is caused to a College common area and the University cannot identify the individual or individuals responsible for the damage, all residents of the block or building of which that common area forms part are deemed equally responsible for the damage and the associated costs of cleaning, repairing or replacement of the damaged property.
- (d) Any damages caused by a Visitor will be deemed the full responsibility of the Resident who is responsible for them, in accordance with clause 11.2(b).

## 16. Notification of damage, illness or injury

### 16.1 Damage

The Resident agrees to promptly notify the University and an appropriate member of the Collegiate Team (having regard to the nature of the damage or item requiring maintenance) of any requests for maintenance or reports of damage in the Room or College, which must be submitted through the Portal.

### 16.2 Illness or injury

The Resident acknowledges and agrees:

- (a) to immediately notify a Residential Leader of any illness or injury to themselves or other resident of the College, including where hospitalisation or medical attention is required;
- (b) to inform the Manager of any illness or disability that might seriously threaten their health or their capacity to live in the College, including any issue which may affect the health or well-being of others, including any serious health condition or mental illness which may or may not involve self-injury or suicidality;
- (c) that an individual's behaviour will be taken into consideration when reviewing applications for residency or when considering the termination of current residency for the well-being of the Resident and others;
- (d) that the Director, Manager and the Collegiate Team are authorised to take any action deemed necessary under the circumstances confronting them to ensure the safety, health and wellbeing of any resident or others present in the College community, including calling an ambulance and referring a resident to a hospital, even in the event that the Resident is reluctant to cooperate;
- (e) that the Director or delegate reserves the right to contact the Resident's next of kin in the event of a medical emergency, hospitalisation or other event that endangers the wellbeing or safety of a

Resident or others, or if the Director or delegate has a reasonable concern as to the wellbeing of a Resident and is unable to contact that Resident; and

- (f) in the case of a pandemic or outbreak (however described) of infectious disease:
  - (i) the College will operate consistently with University requirements (including relevant policy and procedure) and Queensland Health advice, with which the Resident and any guests of the Resident will be required to comply;
  - (ii) if a Resident is required to self-isolate, they may be relocated to a room in a designated isolation block. While in isolation, the Resident will be required to adhere to the College's isolation protocols and enter into a meal plan at their own expense; and
  - (iii) if the College is unable to provide a suitable isolation facility, the Resident will be required to make other accommodation arrangements for the required isolation period.

## 17. Cars, motorbikes, pushbikes

The Resident:

- (a) must not drive or operate vehicles which emit an unreasonable amount of noise within the College (and the Director or delegate may determine what constitutes 'an unreasonable amount of noise'); and
- (b) must only drive on designated roadways, in compliance with all traffic direction signage, and only park vehicles in designated parking bays (and, in the case of bicycles, leave bicycles in designated bicycle storage facilities).

## 18. Termination

### 18.1 Termination by a Resident

- (a) A Resident may terminate this Agreement by providing the University with not less than two weeks' notice in writing.
- (b) If the Resident has not given at least two weeks' notice in writing to the University, and the Resident:
  - (i) fails to commence occupation of the Room at the Commencement Date, the Resident will be deemed to have terminated this Agreement on the Commencement Date; or
  - (ii) vacates the Room, the Resident will be deemed to have terminated this Agreement on the date the Resident vacated the Room.

### 18.2 Termination or Suspension by the Director

Pursuant to clause 19, the Director may terminate this Agreement or suspend a Resident from the College.

### 18.3 Liability for Fees and other amounts on termination

- (a) If this Agreement is terminated pursuant to this clause 18, the Resident remains liable for payment of all Fees and other amounts payable under or in connection with this Agreement up to and including the earlier of:
  - (i) the Expiry Date; and
  - (ii) if applicable, the date that a new resident enters into a new accommodation agreement with the University in respect of the Room, and commences occupation of the Room, provided that nothing in this clause 18.3(a)(ii) obliges the University to place a new student into the Room in priority to any other room at the College, and the University retains full discretion as to the allocation of rooms at the College.
- (b) In addition to any amounts payable by the Resident under clause 18.3(a), if this Agreement:

- (i) is terminated by the Resident pursuant to clause 18.1(a), the Resident must pay the University an amount equivalent to two weeks' Fees (**'Administrative Cancellation Fee'**); or
- (ii) is deemed to be terminated pursuant to clause 18.1(b), the Resident must pay the University:
  - (A) the Administrative Cancellation Fee; and
  - (B) an additional amount equivalent to two weeks' Fees.
- (c) Notwithstanding clauses 18.3(a) and 18.3(b), the Director may in its absolute discretion, waive or refund to the Resident all or part of the relevant Fees (or other amounts) otherwise payable by the Resident under or in connection with this Agreement, in the event that:
  - (i) the Resident, being a student of the University as at the Commencement Date, can establish to the satisfaction of the Director that the Resident:
    - (A) has ceased to be an enrolled student of the University; or
    - (B) has deferred the Resident's enrolment at the University to a later Study Period (or otherwise has taken an approved leave of absence from study such that the Student is not enrolled in any course or unit of study with the University); or
  - (ii) the Resident is able to substantiate to the satisfaction of the Director, altered and extenuating circumstances justifying their termination of this Agreement by means of independent supporting documentation.

#### **18.4 Termination for a Force Majeure Event**

- (a) If a Force Majeure Event occurs, the University may give the Resident written notice of the Force Majeure Event.
- (b) The University may in its discretion terminate this Agreement immediately or at such later time as specified by the University in the notice provided under clause 18.4(a).
- (c) If the University provides the Resident with notice under clause 18.4(b), the Resident must as soon as practicable following the termination taking effect, vacate the Room and seek alternative accommodation arrangements.
- (d) Termination under this clause does not entitle the Resident to any right of refund or compensation.

#### **18.5 Effect of termination or suspension of residency**

On termination of this Agreement or suspension of the Resident's right to occupy the Room, the Resident must immediately vacate the Room and leave the Room in the condition required under clause 21.1(a)(i) of this Agreement.

### **19. Discipline**

#### **19.1 The Director may delegate**

The Director may delegate to the Manager and the Collegiate Team such authority and responsibility to enforce this Agreement and applicable sanctions as appropriate for the good management of the College community and its environment, provided that the authority to suspend a Resident from College or terminate this Agreement may not be delegated.

#### **19.2 Authority of the Collegiate Team**

If the Resident breaches this Agreement:

- (a) the Collegiate Team or members of the Collegiate Team may:
  - (i) take whatever action is reasonable and necessary at the time to ensure the proper wellbeing and safety of Residents and College property;

- (ii) refer the matter to the Senior Residential Leader, Senior Residential Life Officer or Manager as appropriate for resolution, who may place the Resident on formal warning or behavioural probation for a period of time; and
- (b) if the Resident fails to respond to counsel, fails to adhere to conditions of a behavioural probation notice, or is found responsible for a significant breach of this Agreement or College or University policy, the Resident will be referred to the Director for appropriate disciplinary action.

### 19.3 Authority of Director

The Director may in respect of any offence or breach of this Agreement, take such disciplinary action as the Director deems necessary, including, without limitation, to:

- (a) counsel or reprimand a Resident;
- (b) require a Resident to make restitution or reparation;
- (c) after consultation with relevant members of the Collegiate Team, suspend a Resident from the Colleges for up to 12 months; and
- (d) terminate this Agreement.

### 19.4 Notice to be given

- (a) If, in the opinion of the Director, the circumstances of a breach of the Residential Agreement by the Resident are such that the suspension or termination of the Resident from the College is required, the Director may suspend the Resident from the College or terminate this Agreement or both (with immediate effect, or with suspension or termination to take effect from such later date as the Director may determine).
- (b) If the Resident is suspended from the College or this Agreement is terminated, the Director must promptly give notice to the Resident:
  - (i) setting out the reasons for the termination or suspension and specifying the effective date; and
  - (ii) informing the Resident of any available rights to seek a review of the Director's decision under clause 19.4(a) under University policy or procedure (and any timeframes that might apply to the making of an application for such a review).
- (c) If the Resident is suspended or terminated under this clause, the Resident shall vacate the College from the effective date and will remain liable for all Fees and any other costs and expenses payable pursuant to this Agreement, in accordance with clause 18.3.

## 20. Alternative Accommodation

- (a) The University may, on reasonable prior notice to the Resident, move the Resident to alternative accommodation which is of a reasonably comparable standard, size and location to the Room occupied by the Resident at the Commencement Date.
- (b) The terms of this Agreement will continue to apply in respect of the Resident's occupation of the alternative accommodation for the remainder of the Term.

## 21. End of Agreement

### 21.1 Resident to vacate Room and return keys etc.

- (a) The Resident must by 10:00am on the Expiry Date (or earlier date of termination):
  - (i) vacate the Room and return the Room to the original condition it was in when the Resident commenced occupation of the Room (subject to fair wear and tear); and
  - (ii) return all keys and access devices to the College office (or in a receptacle provided for this purpose if the College office is not open).

## 21.2 Inspection of Room

The University will inspect the Room shortly after the Resident vacates, using the 'Resident Room Condition Form' and the Resident will be charged for any additional cleaning, moving of furniture, missing or damaged items and for any damage to the Room not reported to the College office.

## 21.3 Failure to vacate and return keys etc

- (a) Without limiting any other rights of the University:
  - (i) if the Resident fails to vacate the Room at the time required by this Agreement, the University may charge the Resident a late check out fee; and
  - (ii) if the Resident fails to return all keys and access devices to the College office at the time the Resident is otherwise required to vacate the Room in accordance with this Agreement, the Resident must pay the replacement cost for each such item;
- (b) If any property is left in a Room at the end of this Agreement, the University may, at the Resident's risk and cost:
  - (i) in the case of perishable items, dispose of the items; and
  - (ii) otherwise, store that property in a store room, and if that property is not collected by the Resident within 7 days, the property is deemed abandoned and the University may dispose of, sell or otherwise deal with that property in the University's discretion.

## 22. Release and Indemnity

The Resident occupies the Room and the College at the Resident's own risk, and indemnifies the University against, and releases the University from, all claims against the University for loss of or damage to the Resident's property or claims demands and damages resulting from or contributed to by any accident, damage or injury occurring in on or about the College, except to the extent caused by the negligence or default of the University.

## 23. Privacy

- (a) The University will collect, use, disclose and otherwise handle Personal Information provided by the Resident in accordance with the *Information Privacy Act 2009* (Qld) and other applicable laws of the State of Queensland, and the Privacy Policy.
- (b) During the Term, the Resident agrees to provide to the University Personal Information that is reasonably requested by the University, to enable the University to perform its obligations under this Agreement, manage its relationship with the Resident, comply with its legal obligations and for other purposes with the Resident's consent, or which are required or authorised under a law.
- (c) The Resident acknowledges and agrees that if the Resident does not provide the Personal Information reasonably requested by the University to comply with its legal obligations, the University may not be able to enter into, or continue, this Agreement with the Resident.
- (d) The Resident acknowledges that the University is collecting Personal Information in connection with the administration of the Colleges, and that the University may use the Resident's personal information for purposes including the provision of a safe environment to staff, students and visitors to the College, to facilitate the performance of the functions of a residential facility (which may include use in connection with investigation of complaints and disciplinary matters, and for other purposes identified in or referred to in the Handbook), and may disclose the Resident's Personal Information to external service providers engaged by the University, including subcontractors engaged to perform its obligations under this Agreement, service providers engaged to perform services for the University (including but not limited to consulting, marketing and advertising, technology and data processing, and security services organisations), and law enforcement agencies.



- (e) The Resident may request access to the Personal Information about the Resident held by the University, in accordance with the Privacy Policy. The University will process all requests for access in accordance with the *Information Privacy Act 2009* (Qld).



University of  
**Southern**  
**Queensland**

## Contact us

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