Licence Agreement
Terms and Conditions of Licence

IMPORTANT: You should read this agreement carefully before entering into it as it is a legally binding document which sets out your rights and obligations as a resident. If you do not understand any part of this document you should seek independent advice.

Definitions

In this document –

“We” or “us” means FedUni Living at Federation University Australia (ABN 51 818 692 256) and contractors or agents acting on our behalf;

“You” means you being the person who signs this licence agreement with us;

“Guest’ means any non-resident staying overnight at the Residences at the express or implied invitation of You;

“Visitor’ means any non-resident visiting the Residences at the express or implied invitation of You, but does not stay overnight.

“Residence” means the residence or room you will be occupying as identified in this licence agreement;

“Residence Code of Conduct” means the code applicable to your conduct as a resident during the period of this licence and which is attached to this licence agreement;

“Common areas” means areas which may be used by you together with other residents;

“Licence Agreement” means these terms and conditions of licence and the Schedule;

“Schedule” means the document included with this document which sets out the specific details of your licence;

“Director” means the Director, Campus Life at Federation University Australia or their nominee;

“University” means Federation University Australia (ABN 51 818 692 256).
1. **Grant of Licence**

Subject to the terms and conditions of the Licence Agreement, We grants you for the duration of this Licence Agreement:

(a) a non-exclusive licence to occupy the Residence. We reserve the right to require you to relocate to a different Residence at any time at our sole discretion.
(b) A licence to use those items contained in the Residence;
(c) A licence to use in common with other residents, visitors and guests the bathrooms, toilets, kitchens, laundry facilities, common areas, passageways and stairs in the Residence and any grounds associates with the Residence.

You have the right to occupy the Residence as a lodger only and you have no exclusive right of occupation of any part of the Residence. You acquire no estate, right, title or interest in the Residence other than as a licensee under this Licence Agreement. Your rights under this Licence Agreement are based in contract only.

**Length of Stay**

You may occupy your Residence from the commencement date to the end date set out in the attached Schedule. After the end date you must leave the residence. To extend your stay, you must complete an Early Arrival or Late Departure request form and pay the applicable fees.

2. **End of this Licence**

At the end date and time set out in the Schedule you must leave the Residence and return all keys and swipe cards to us. If you do not do this you may be charged a late departure fee. This fee will be set by us at an amount which covers all our reasonable costs. Please refer to your Fee Schedule.

Access to your room will be cancelled when this licence ends or is terminated, and we will dispose of any personal possessions you leave on University premises.

3. **Residential Fees**

You must pay the residential fees set out in the Schedule in the manner set out in that Schedule without deduction or off-set for the duration of this Licence Agreement. If you are paying on a monthly basis, all payments must be made by BPay, Post Bill pay or online with a credit card.

You must pay any other fees or charges attributable or payable by you. You may be invoiced separately for such fees or charges.

4. **Residence Acceptance Payment**

If you wish to accept a place as a resident you must make an acceptance payment to us. This payment must be for the amount specified in the Schedule and must be paid by the date specified in the Schedule.

You will not have a licence with us if you do not pay the acceptance fee by the specified date. If you decide not to accept a place as a resident after you pay the acceptance payment we will keep your acceptance payment to cover our administrative and other costs. Otherwise your acceptance fee will be offset against your residential fees.
5. Overdue Payments

If you do not pay as required by the schedule you may be sent an overdue notice. Every time we send you an overdue notice you will be charged a late fee to cover our administrative expenses as specified in the Fee Schedule.

If you are a student of the University your dealings with the University including your library rights and access to academic results may be affected if you owe money to us pursuant to University Statute 9.1 – Fees and Charges. You can find an up to date copy of this on the University website.

If your account remains in arrears beyond 90 days then it may be forwarded for debt collection purposes and your relevant account details and personal information may be released to debt collection agencies, lawyers, process servers, courts and tribunals for this purpose.

6. Services

If you pay the fees specified in the Schedule you will be entitled to occupy your residence and access to other services.

**Meals** – You may be entitled to certain meals as specified in the Meals Calendar for each residence, which we will provide to you (Meals are only included for students at the Peter Lalor Residences – Ballarat Campus)

**Pastoral Care and a Living/Study Environment** - You are entitled to reasonable pastoral care and you will be provided with an appropriate environment for student living and learning.

**Academic Assistance Programs** - We will provide you with reasonable access to academic assistance through our Residential Support Team.

**Cleaning Services** - We will regularly clean common area and facilities.

**Maintenance Services** – We will provide maintenance services (unless these services are required due to loss or damage by you or your guests)

**Security Services** – We will provide periodic security services for all Residential locations.

**Orientation to Residence** - If you are a first year resident, at the commencement of Semester One, we will provide you with an Orientation to Residence program.

**Wired Internet Access** – Your room will be equipped with either a wired Ethernet computer point / or wireless connection for network and internet access depending on your residential location. Please be aware, that in accordance with University Policy, all network activity associated with either your user id and/or Ethernet computer point in your room, are your responsibly and you will be held responsible for any associated network activity. Please note that you are not authorised to engage your own Internet Service Provider (ISP).

These services are part of an all-inclusive package. We will not charge separately for any of these services.

If you decide not to use any of these services you will not receive a reduction in fees.
7. Termination or Suspension by Us.

We may terminate this Licence Agreement immediately if –

a) you do not comply with any of the terms or conditions of this Licence Agreement, and seven (7) days after we give you notice to comply you still have not taken reasonable steps to comply;

b) you have committed a breach of the statutes, regulations, policies or procedures of the University which has resulted in a decision being properly made in accordance with the University’s statutes, regulations, policies or procedures to exclude you from your studies or Residence;

c) you have committed a breach of the Residence Code of Conduct and a decision has been properly made in accordance with that Code of Conduct to exclude you from your Residence;

d) you have been charged with or convicted of an offence for which you may be sent to prison, and the Director considers, on reasonable grounds, that your presence at the Residences is likely to harm the reputation of the University, or that you may pose a danger to residents or staff;

e) you have been properly and lawfully excluded from any part of the University campus or from any University activities on the basis that there is a reasonable expectation that you may cause persons physical harm; or

f) if you occupy the Residence as a student or staff member of the University, you cease to be a full time student or a staff member of the University (however if you fully disclose to us the circumstances in which you have ceased to be a full time student or a staff member we may permit you to continue as a resident for a reasonable period).

On termination you will be required to vacate your Residence immediately. You will not be refunded any fees paid in advance. In addition you must pay the following charges –

g) all removalist, storage or additional administrative costs reasonably incurred by the University as a consequence of the termination of your Licence Agreement; and

h) the greater of the following amounts:

i) an administration fee as set out in the Schedule plus an amount equivalent to four weeks’ residential fees; or

ii) if terminated before the end of semester 1, the fees that would have been payable to the end of the mid-year holiday break had the Licence Agreement not been terminated, or

iii) if terminated before semester 2 has commenced, fees that would have been payable to the end date specified in the Schedule, had the Licence Agreement not been terminated.

Your occupation of the Residence may be suspended pursuant to the Residence Code of Conduct or the University policies, procedures or Statutes and Regulations. This Licence Agreement will continue in force during your period of suspension and unless we determine otherwise you will be required to pay licence fees during and in respect of the period of your suspension. You will not be required to remove your possessions from your Residence during the period of your suspension.
8. Termination by You

If you meet the following conditions, you may terminate this Licence Agreement for any reason before the end date:

a) you submit a Change of Licence Agreement application and that application is approved by the University; and
b) you pay the residential fees for the balance of your Licence Agreement.

If your Licence Agreement is terminated on the above basis and the University is able to find a suitable replacement for your room, you will be refunded the residential fees from the date the new resident commences.

If you cease to be student of the University, and you meet the following conditions, you may terminate your Licence agreement before the end date;

a) you submit a Change of Licence Agreement application and that application is approved by the University; and
b) you pay an administration fee as set out in the Schedule which will cover the our costs such as inspection of the residence;
c) you pay an amount equivalent to four weeks’ residential fees; and
d) you have paid any outstanding residential fees.

If you are a student of the University and fees are outstanding after termination for any reason whatsoever you will not be able to graduate and we may take legal proceedings to recover these outstanding fees from you.

9. Safeguarding the Residential Environment

You must not -

a) cause or permit your Residence and the surrounding grounds and common areas to be used in a way which adversely and unreasonably affects the comfort and privacy of other residents or your neighbours;
b) conduct any business in your Residence or in the surrounding grounds and common areas;
c) engage in illegal, riotous or unreasonably noisy activities or behaviours; or
d) engage in activities or behaviours which in the reasonable opinion of the Director are likely to bring the University into disrepute or are likely to prejudice the well-being of other residents.

10. Special Needs and Academic Progress

You must notify us of any special needs prior to entering into this Licence Agreement.

If you are a student of the University you are responsible for your own academic progress at the University. Our Residential Support Team is concerned for your progress and may be able to provide assistance, but does not accept any legal responsibility for this.

11. Personal Items

We are not responsible for the security of your personal items, except where loss or damage to those items is due to our negligence. You are strongly recommended to take out personal insurance for the loss or damage of such items.
12. Fire Safety Systems

You or your visitors or guests must not tamper with or prevent the normal operation of fire safety equipment. If you or your visitors or guests cause damage to fire safety equipment you will be required to pay for the repair or replacement of such equipment.

If you or your visitors or guests are responsible for the unjustified attendance of the fire brigade at our residences or surrounding areas you must pay the full costs of such attendances.

If the person directly responsible for tampering with fire equipment or for the unjustified attendance of the fire brigade cannot be determined, the Director may allocate costs between residents, including you, as the Director thinks reasonable in the circumstances. This may mean that all residents of a particular area, including you, share equally in meeting the costs of tampering with equipment or an unjustifiable attendance.

13. Access to your Room

We or any person authorised by us may enter your Residence at any reasonable time and after giving reasonable notice for the purposes of inspections, health and safety matters, testing of equipment (eg. smoke detectors), maintenance, renovation, removal of furniture, cleaning, ensuring the security of persons and in the case of emergency, whether actual or suspected.

We will conduct routine inspections throughout the year and we will give you as much notice as is practicable of these inspections.

In addition we or any person authorised by us may enter your Residence without notice and at any time where we believe on reasonable grounds that -

a) you or another person are at risk of physical harm or may have suffered physical harm;

b) your location is uncertain or there are genuine concerns for your wellbeing;

c) entry is required to ascertain whether a criminal offence has been committed by any person;

d) entry is required to ascertain whether there has been any serious breach by you or your visitors or guests of University Statutes or Regulations, University Policies and Procedures, the Residence Code of Conduct, or the terms and conditions of this Licence Agreement;

e) an unreasonable level of noise (such as music) is believed to be coming from your Residence and you are not present to reduce that level of noise;

f) there is a serious risk of damage to the property of the University;

g) Urgent maintenance or repair of the Residence is required.

We will take reasonable steps to ensure that wherever possible two persons enter, and that the door is locked when they leave your Residence.

We will hold keys or swipe cards which give us access to your Residence as required by this Licence Agreement.
14. Payment for Repair or Replacement of Property

You must take all reasonable steps to protect University property and where damage occurs you must report that damage and the persons responsible (if known) to us.

If you or your visitors or guests negligently or intentionally damage any property of the University you must pay the reasonable costs of repairing or replacing that property. The Director or his/her nominee will determine the reasonable costs of repair or replacement. We will provide you with invoices from repairers or suppliers.

If the person directly responsible for damage to University property cannot be determined, the Director may allocate costs between residents, including you, as he thinks reasonable in the circumstances. This may mean that all residents of a particular area, including you, share equally in meeting the costs of repair.

We will keep your Residence, and common areas, in good structural condition. If your Residence or common areas are totally destroyed, or are destroyed to such an extent that your Residence is unfit for occupation, we will not be obliged to repair or rebuild. However we will attempt to find suitable alternative accommodation for you. If suitable alternative accommodation cannot be found, then either you or us may terminate this Licence Agreement. You will still be required to pay any fees incurred until the date that your Residence became unsuitable for occupancy.

You will permit us to undertake construction, maintenance and landscaping in areas in and around your Residence. You will grant our employees and contractors reasonable access for these purposes. We will take reasonable steps to minimise the impact of these activities on you.

15. Rules and Regulations

You must comply with the Residence Code of Conduct, University Statutes and Regulations, and all University Policies and Procedures (as applicable), regardless of whether you are a student of the University or not. These are located on the University website. You must follow all reasonable requests regarding behaviour and safety (including those from security officers) if announced or advertised in the interests of community safety or wellbeing. In particular you must comply with University policies regarding Bullying and Harassment, child safe standards and the Statutes and Regulations regarding Student Discipline.

16. Guests

You must observe our policies regarding visitors and guests at all times.

In addition –

a) you must obtain an overnight guest pass from us prior to the guest’s arrival.

b) only a single guest may stay overnight;

c) the guest must sleep in your room and not in any lounge room or other common area

d) furniture, pillows and other items normally located in common areas cannot be used for the purposes of accommodating guests in your room;

e) you are responsible for the behaviour of your visitor or guest and must accompany
the visitor or guest while they are on site;
f) you are liable for the costs of any damage caused by your visitor or guest.

17. Pets

You are not permitted to keep pets of any kind whether in your residence or elsewhere. Approved service animals are exempt from this rule.

18. Smoking

Smoking is not permitted on any University premises (including residences). You are liable for any costs incurred or damage caused by your smoking, including the costs of any fire brigade attendance due to an alarm being triggered by your smoking. (Note - this also applies to alarms triggered by cooking within the units or any other irresponsible behaviour.)

19. Keys and Security

You must keep all keys or swipe cards we issue to you in your custody at all times. You must not lend keys or swipe cards to any person. If you lose your keys or swipe cards, you must report this immediately to us.

We will charge the amount set out in the Fee Schedule for the replacement of a key or swipe card and this must be paid to us before the replacement key or swipe card is issued to you.

A lock out card/key which provides 15 minutes of access may be provided to you during office hours.

Where you make a lock out call to us or request a lock out key, and we consider that you have requested the key or made the call unreasonably we may charge you a fee. For every lockout call or key you request there will be an administration charge as set out in the Fee Schedule.

You must not leave front doors open or ajar and must ensure that the windows and doors of your Residence are closed and locked when you are not in attendance.

20. Appliances

You must not keep or use portable heaters (unless supplied by us), including but not limited to –

   a) Kerosene heaters;
   b) Oil burning heaters;
   c) Radiator Heaters;
   d) Fan heaters or similar.

We reserve the right to remove any appliances found in your Residence or in common areas.

Other electrical appliances owned by you and on University premises must be checked and tagged by a qualified electrician. Any electrical appliance found in your Residence or in common areas, which have not been tagged may be confiscated and disposed of by us. We will not be liable for any loss or damage of electrical appliances used on University premises.
21. Dangerous Goods

You must not bring onto University premises –

a) explosive, hazardous or flammable materials;
b) firearms or replica firearms regardless of whether or not you have permit; or
c) illegal weapons and substances (including drugs and drug / drinking paraphernalia).

We will take appropriate action and contact the Police if we determine that you have any of these dangerous goods in your possession.

22. Laundry

You must not place laundry on balconies or out of windows. You must use the clothes horses or dryers we provide. You must keep laundry facilities tidy.

23. Vehicles

You must drive motor vehicles on designated roads only. You and your visitors or guests must park in designated parking areas. Parking is not permitted on lawns, footpaths, nature strips, or garden/bushland areas. Some parking areas will be restricted to residents with authorised permits. If you require a permit please contact the University Residential office.

24. Sub-licensing

You must not allow any other person to use your Residence except where they are your visitor or guest. You must not sub-licence your Residence to another person and you must not assign to any other person the benefit of this Licence Agreement.

25. Emergency Contact

By entering into this Licence Agreement you consent to us contacting and disclosing information about you to the persons you have nominated as your emergency contact persons. We will only do this in the event of an emergency or similar urgent situation or if your account is in arrears.

26. Privacy Statement

The information in this licence agreement is collected for the primary purpose of administering this Licence Agreement and for the purposes of administering student accommodation generally. Provision of the information requested is voluntary, but if you choose not to complete this Licence Agreement, we will be unable to grant you a licence to occupy a Residence. Personal information will not be disclosed to any third party unless required by law, pursuant to this Licence Agreement or in circumstances permitted by the University's Privacy Policy. You have a right to access personal information that the University holds about you, subject to any exceptions in relevant legislation. If you wish to seek access to your personal information or inquire about the handling of your personal information, please contact the University Privacy Officer at privacyofficer@federation.edu.au.
27. Academic Performance

If you are a student the primary purpose of you residing on our premises is for the purpose of academic achievement. If you are a staff member the primary purpose is to encourage academic achievement. By entering into this agreement you consent to the disclosure to us by any person of all information relating to your employment, academic results or enrolment at the University. You also consent to us monitoring your academic progress or employment status to determine whether you are a full time student or an employee of the University, and for the purpose of the provision of pastoral care.

28. Hygiene Standards

You must observe and maintain socially acceptable standards of hygiene and tidiness in all areas of the University including residences, kitchens, bathrooms and other common areas. You must only discard rubbish in the receptacles provided by us. Where we determine that your residence or common areas used by you are unacceptably dirty or untidy according to normal social standards we may clean these areas and charge you all or part of the costs of cleaning.

29. Inventory and Condition Report

We will prepare an inventory of items provided to you and a room condition report and provide these to you, generally in electronic form. You must raise any concerns or discrepancies with us within 48 hours of occupancy, otherwise you will be deemed to have accepted the accuracy of the inventory of items provided and the room condition report. At the end of your licence you must return the items of inventory and the Residence to us in the same condition as these were provided to you, except for any fair wear and tear.

30. Notices

We will serve notices on you by either of these methods;

a) hand delivering them to you or your room,
b) e-mailing them to you at your last known e-mail address,
c) Posting them to you at your last known address.

You may serve notices on us by hand delivering them to a FedUni Living Office or by e-mailing or posting them to a FedUni Living Office.

If posted in Australia notices will be deemed to be received five business days after posting or if by email, in accordance with the Electronic Transactions (Victoria) Act 2000.

31. General Clauses

The Residential Tenancies Act 1997 (Vic) does not apply to this Licence Agreement.

You must contact us when requested to do so. If you fail to contact us in a timely manner access to your residence may be suspended until you do so.