

University of Tasmania

ABN 30 764 374 782

INDUSTRY RESIDENCY AGREEMENT

The UTAS Student Living Industry Residency Agreement consists of the following documents:

Part 1 – Offer and Acceptance of Accommodation (online)

- Details of the offer of accommodation by the University, including the residence, period of residency, catering, charges and payment options, and parking; and

Part 2 – which consists of the following documents:

- a) Terms and Conditions of Residence;
- b) Schedule of Residential Fees;
- c) Guarantee by Sponsor (where applicable); and
- d) Authority to Direct Debit (where applicable);

and applies to accommodation at any Residence, including:

- a) Investigator Hall; and
- b) any alternate or temporary or other accommodation sites owned, leased or managed by Student Living.

Definitions:

UTAS Student Living (SL) refers to the managers of UTAS on-campus accommodation and includes anyone acting for or on behalf of or at the direction of them.

Minor refers to a person under the age of 18 years at the time of entering this Agreement.

Residence refers to a particular accommodation site owned or leased by the University and managed by SL.

Resident refers to any person who has signed a Residency Agreement and is residing in an SL residence.

Sponsor refers to a parent, guardian or other person who signs a Guarantee by Sponsor on behalf of a resident who is a minor.

UTAS refers to the University of Tasmania.

AMC refers to the Australian Maritime College, an Institute of the University of Tasmania.

Offer and Acceptance of Accommodation refers to Part 1 of the Residency Agreement.

Period of Residency means the period referred to in Section E of Part 1 of the Residency Agreement.

TERMS AND CONDITIONS OF RESIDENCE

1. DURATION OF AGREEMENT

- 1.1 Residency Agreements are for the period of residence specified in Section E of Part 1 of this Agreement. For each separate period of residence the Resident must apply for accommodation and if successful enter a new Residency Agreement.

2. ELIGIBILITY

- 2.1 The Offer of Accommodation by UTAS Student Living is conditional on the Resident being enrolled in a course of industry training at AMC. The Resident is responsible for advising UTAS Student Living of any changes which may affect their eligibility for accommodation.

3. RETURNING RESIDENTS

- 3.1 To be considered for re-admission for a further period of residency current residents must:
- be enrolled in a course of industry training at AMC and have:
 - no outstanding debts related to residential matters with UTAS Student Living;
 - met all payments as agreed under any previous Residency Agreement; and
 - demonstrated a good behaviour record.
- 3.2 UTAS Student Living reserves its right to make an offer of accommodation to returning residents.

4. OFFER, ACCEPTANCE AND CONFIRMATION OF ACCOMMODATION

- 4.1 The accommodation provided to the Resident will be at the Residence and of the type detailed in Sections C and D of Part 1 of this Agreement.
- 4.2 Period of Residency is the period agreed in Section E of Part 1 of this Agreement. The Resident agrees to remain in residence for the Period of Residency.
- 4.3 The Resident's place at UTAS Student Living will not be confirmed until all required advance fees (see Section F of Part 1) are paid.
- 4.4 If the Acceptance is made by a Sponsor on behalf of a resident who is a minor, the Sponsor must also return a signed Guarantee by Sponsor form.
- 4.5 By submitting the Acceptance (Part 1 of this Residency Agreement) the Resident and/or any Sponsor is bound to pay residential fees for the entire Period of Residency.

5. ALLOCATION OF ACCOMMODATION

- 5.1 Allocation of rooms will be on the basis of availability. UTAS Student Living will allocate rooms to residents and, as far as possible, an attempt will be made to meet residents' preferences for accommodation. Final allocation will be based on availability and at the discretion of UTAS Student Living.
- 5.2 Unless otherwise specified, rooms are for single occupancy only.

6. RELOCATION

- 6.1 UTAS Student Living reserves the right to relocate any Resident within the residence or to another residence on a temporary or permanent basis for reasons of maintenance works, behavioural or financial purposes or any other purpose deemed reasonable by the Associate Director. Where possible, 2 weeks notice will be given of such relocation to the Resident.

7. RESIDENTS' ARRIVAL AND DEPARTURE

- 7.1 UTAS Student Living will make no adjustments to fees for either late arrivals or early departures. Payments are due for the full period of residence specified in Section E of Part 1 of this Residency Agreement.
- 7.2 Residents are expected to arrive at their residence and leave on the dates specifying the start and end, respectively, of the Period of Residency as agreed in Section E of Part 1 of this Residency Agreement. .

On arrival Residents must report to the UTAS Student Living Office. The standard check-in time is after 10.30am (Office hours are between 8.30am and 5pm Monday to Friday). If Residents will be arriving outside office hours they must inform UTAS Student Living so arrangements can be made with out-of-hours staff.

Residents are expected to depart no later than 12.00 noon on the last day of their period of residency.

- 7.3** Residents wishing to take up residence earlier, or leave later, than the dates specified in Section E of Part 1 of this Residency Agreement should inform UTAS Student Living at least two weeks before their arrival or departure.

Residents will be charged a flat rate equivalent to one-seventh of the applicable weekly rate for every day, or part of day, they are in residence outside the Period of Residence.

- 7.4** Residents are required to complete a room Condition Report on arrival. Residents are responsible for ensuring they complete and return the Condition Report and making any necessary amendments to the details contained in the report within 72 hours of arrival. The room will be inspected by UTAS Student Living staff on the Resident's departure and the Condition Report is used to assess any changes to the condition of rooms and fittings during the resident's stay and any liabilities to be charged to the resident.

8. TERMINATION OF THE RESIDENCY AGREEMENT

- 8.1** If a person has entered a Residency Agreement and then is not offered a place at AMC they must inform UTAS Student Living immediately. Provided the Resident has not taken up residence all advance fees will be refunded within 30 days of UTAS Student Living receiving notification of non-enrolment with the exception of the holding fee. If the Resident has commenced residency, they will be subject to the fees and charges specified under the Residency Agreement for the time of their stay.
- 8.2** If a Resident withdraws from their course for medical or personal reasons there will be no charges over and above those owing under their Residency Agreement Terms and Conditions. The Resident must inform UTAS Student Living, in writing, immediately they have withdrawn and provide UTAS Student Living with a Request to Terminate and a copy of their Enrolment Confirmation from the UTAS Student Centre. Vacating residents will be required to pay residency fees up to the date of departure, contract variation fee and any other costs and charges owing, but the balance of the Security Deposit and any pre-paid fees, excluding the holding fee, will be refunded.
- 8.3** If the Resident wishes to vacate UTAS Student Living prior to the end of the Period of Residency as agreed upon in Section E of Part 1 of this Residency Agreement for reasons other than those outlined in Clauses 8.1 or 8.2, he or she must provide two weeks notice and immediately complete and submit a Request to Terminate form, accompanied by a letter to the Associate Director stating the reasons for vacating. Verbal notifications and/or informal notifications via email will not be accepted as an official Request to Terminate. The vacating resident will be required to pay residency fees up to the date of departure, any other costs and charges owing which may include rent owing from a re-calculation of rental rate as per Clause 9.3; and forfeiture of the balance of their security deposit.
- 8.4** Residents may withdraw from this Residency Agreement by giving notice in writing seven (7) days before due date of arrival. In this case, UTAS Student Living will retain the holding fee but there will be no other charge and the balance of the security deposit will be returned. Any withdrawals submitted seven (7) days before due date of arrival will be considered as a Termination of the Residency Agreement and, in addition to the Holding Fee, the Security Deposit will be forfeited.
- 8.5.** A Resident evicted from UTAS Student Living for any reason outlined in clause 15.1 or 15.2 will not be required to submit a Request to Terminate. An Evicted Resident will forfeit their Security Deposit.

9. FEES, CHARGES AND PAYMENTS

- 9.1.** Sections 9.2 – 9.8 do not apply to those Residents whose fees are paid by their employer.
- 9.2** The Resident and any Sponsor is bound to pay residential fees for the entire Period of Residency at the rate agreed in Section D of Part 1 of this Residency Agreement. It is the responsibility of the Resident to ensure rent is paid two weeks in advance for the duration of the Residency Agreement.
- 9.3** If the Resident changes their Period of Residency as agreed upon in Section E of Part 1 of this Residency Agreement, rent will be re-calculated for the entire period of residency at a rate that corresponds with the new

Period of Residency. Subsequently the Resident's account may be back-charged or credited at a higher or lower rate.

- 9.4 By signing the Offer and Acceptance of Accommodation which forms Part 1 of this Residency Agreement the Resident agrees to pay advance fees and charges to secure their offered place at UTAS Student Living. Advance fees and charges consist of the: Security Deposit (or balance owing for returning Residents), the holding fee and two weeks advance rent. Advance Fees must be paid before the Resident takes up residency.
- 9.5 Current rates of weekly residential fees are set out in the Schedule of Residential Fees at Schedule 1 to this Residency Agreement.
- 9.6 The preferred method of fortnightly payment of residential fees is by Direct Debit from a Residents' chosen bank account. To pay by Direct Debit the Resident must complete an Authority to Direct Debit form and return to UTAS Student Living at least two weeks prior to taking up residence. Payment by cheque, cash, credit cards (excluding American Express and Diners' Club), BPay or EFTPOS are also acceptable.
- 9.7 Charges will be levied for any additional services or penalties incurred by Residents. These may include, but are not confined to, linen packs, cleaning and rubbish removal, repair of rooms or repair or replacement of fittings, bank dishonour fees, administrative fees, replacement of keys and/or debt collection fees. A full list of these occasional or discretionary fees and charges is at Schedule 2 to this Residency Agreement.
- 9.8 On occasion, UTAS Student Living may have to, due to circumstances beyond its control, make changes to the fees and charges listed at Schedule 2 of these Residency Agreement Terms and Conditions. In such circumstances, UTAS Student Living will make every endeavour to ensure that any increase is fair and reasonable and will give residents one month's written notice of any such increases.

10. SECURITY DEPOSIT

- 10.1 The Security Deposit is held against any additional costs over and above standard fees and charges and/or unpaid costs a Resident may incur under this Residency Agreement. For departing Residents, UTAS Student Living may withhold all or part of the Security Deposit to pay for any of the following, payable by the Resident:
- repair of any damage to a Resident's room or contents any other part of UTAS Student Living property caused by a Resident or their guests or visitors;
 - replacement of any goods owned by UTAS Student Living which have been lost or not returned by a Resident or their guests or visitors;
 - any unpaid fees or other money owing;
 - lost or damaged keys;
 - any additional cleaning costs incurred by UTAS Student Living and caused by a Resident or their guests or visitors; and
 - an administrative fee of 15% on any of the above.
- 10.2 If the amount owed is greater than the balance of the Security Deposit the Resident will be liable for the additional amount.
- 10.3 If the Resident will not be returning to a UTAS Student Living residence at the end of the Period of Residence, every effort will be made to refund the balance of the Security Deposit within 30 days of departure after any deductions are made.
- 10.4 If a Resident has applied for re-admission to a residence the balance of the Resident's security deposit will be held over until an Offer of Accommodation is accepted and a new Residency Agreement started.

11. DEFAULT OF PAYMENTS

- 11.1 If the Resident defaults in the payment of fees and/or charges any or all of the following may occur:
- the outstanding fees and/or charges will be referred to a debt collection agency,
 - the Resident will be debarred from UTAS and AMC until all outstanding fees and/or charges have been paid in full. If a student is debarred it means they will be unable to: enroll at UTAS or AMC; receive any results of assessment; graduate or receive any diploma or certificate stating that the student is qualified to graduate from UTAS or AMC; or receive a certificate of academic record; and
 - the agreement will be terminated and the Resident will be issued with a Notice to Vacate the residence. The Notice to Vacate will take effect 14 days after it has been received by the Resident. If instructed to vacate, a Resident may make the notice to vacate ineffective by paying all outstanding amounts within 14 days of receiving the notice.

11.2 A Sponsor shall be jointly and severally liable for any unpaid part of the fees or any obligation arising under this Residency Agreement. Any additional charges or costs incurred in the collection of such fees or charges, including debt collection fees, court costs and disbursements, and solicitor's fees, regardless of judgment, will be the responsibility of the defaulting Resident and any sponsor.

12. UTAS RESPONSIBILITIES

- 12.1.** The Resident has the right to quietly enjoy the residence subject to the conditions of this Residency Agreement. The Resident accepts that at certain times there may be construction, maintenance or upgrading new or existing buildings. During such periods every effort will be made to keep noise and inconvenience to a minimum and to keep Residents informed of the timing, extent and duration of any works.
- 12.2.** Locks and security devices that are necessary to secure the residence and the Resident's room will be provided. The Resident must not change any lock or install additional locks.
- 12.3.** The residence will be maintained, to a standard giving due regard to the residence's age, character and prospective life, subject to the Resident's obligations in regard to the accommodation they occupy and as outlined in their Terms and Conditions. UTAS Student Living will try to deal with all maintenance requests as soon as practical within the agreed time frames.
- 12.4.** UTAS Student Living assumes no responsibility for any loss incurred to a Resident's personal belongings. Residents must make their own arrangements for personal property insurance coverage.
- 12.5.** Where appropriate, endeavours will be made to consult all Residents on any major changes to policies, guidelines, and residences. All Residents may make suggestions or recommendations concerning the above, but the decision of UTAS Student Living will be final.
- 12.6.** UTAS Student Living must provide the Resident's room and common areas to the Resident in a clean state at the start of the period of residency. The Resident agrees to allow UTAS Student Living access to the Resident's room for the purpose of:
- cleaning, issuing of notices or memos, room inspections, and general maintenance, and
 - specific maintenance in response to a request for maintenance made by the Resident including items identified on the room inventory form.
- 12.7.** UTAS Student Living shall provide all services including: electricity, internet connections, water, and refuse disposal but cannot assume responsibility or liability for disruption of these services when such a disruption is beyond its control.
- 12.8.** UTAS Student Living must not interfere with the reasonable peace, comfort and privacy of the Resident other than as specified in this Agreement or otherwise permitted by law. UTAS Student Living reserves the right to inspect the Resident's room at its discretion and authorised staff may, or where appropriate, allow Tasmania Police, to enter and inspect the Resident's room at any time without permission if it is reasonably believed that:
- the Resident is ill or injured and is unable to give permission;
 - a denial of immediate access is likely to result in damage to all or part of the residence;
 - activities are occurring, which constitute a potential threat to the health, safety or comfort of the Resident or others (including the use/possession of illegal drugs, dangerous goods or weapons, or anything used for the harassment or intimidation of others);
 - harassment, bullying, intimidation, physical violence or like behaviour has occurred or is occurring;
 - excessive noise or disturbance is coming from the Resident's room;
 - lights, heaters or any other appliances have been left on in the Resident's room for an excessive period of time, without the Resident's presence in the room;
 - damage has occurred to the Resident's room;
 - the Resident's room has been abandoned; or
 - the Resident is in breach of any other UTAS rule or policy.
- 12.9.** UTAS Student Living shall give the Resident reasonable notice of its intention to access the Resident's room for a purpose allowed under Section 12.6 above but need not do so for a purpose allowed by Section 12.8.
- 12.10.** Staff, or contractors, of UTAS Student Living will regularly conduct maintenance and check the operational status of all fire/security equipment.

13. INFORMATION CONSENT BY RESIDENT

- 13.1.** In signing this Residency Agreement, the Resident gives authority for AMC, UTAS Student Centre, for any year that the Resident is, has been or has applied to be in residence and on the understanding that the information will remain confidential, to supply to UTAS Student Living the Resident's:
- student ID number;
 - course and subject enrolment information,
 - examination and/or completed course results,
 - photo, and
 - UTAS email address
- 13.2.** The Resident acknowledges that he/she will disclose all relevant medical information, including the name of the Resident's health professional if required; to UTAS Student Living Services on the understanding it will remain confidential. Provision of this information is to assist Student Living in exercising its responsibility for the health of the Resident.
- 13.3** When, in the opinion of the Associate Director, the Residents' health may be at risk, the Resident authorises the Associate Director to ask for, and obtain from a health professional treating the Resident, information relating to the state of the Resident's health which, in the opinion of the health professional, is in the interest of the Resident to disclose to the Associate Director. In these circumstances the Resident also authorises the health professional to provide such information to the Director and a copy of these Residency Agreement Terms and Conditions and other documents comprising the Residency Agreement may be provided to the health professional as evidence of that authority.
- 13.4** In signing this Residency Agreement, the Resident authorises UTAS Student Living to contact his/her Sponsor, or a parent or guardian or next-of-kin about matters regarding: his/her health; safety; financial obligations to UTAS Student Living; academic performance; or behaviour; where in the opinion of the Associate Director, making contact is warranted.
- 13.5** In signing this Residency Agreement, the Resident understands they may be photographed, filmed or interviewed by UTAS Student Living and that such material may be used in various electronic and hardcopy material, including the internet, as part of UTAS Student Living activities. The Resident also consents to the use and disclosure of such photographs, films and interviews in this manner. The Resident should contact the UTAS Student Living Office if they have any questions regarding this matter. Student Living collects, holds, uses and discloses personal information in accord with the UTAS Privacy Policy and further information is available at: http://www.utas.edu.au/_data/assets/pdf_file/0016/29500/CORP-15.1-Privacy-Policy.pdf

14. RESPONSIBILITIES OF RESIDENTS – RULES OF RESIDENCE

- 14.1** At all times Residents are expected to abide by acceptable standards of behaviour, following all UTAS Student Living and UTAS policies and procedures and showing due respect for the rights of all other Residents and UTAS Student Living staff. Failure to do so could result in actions being taken under UTAS disciplinary procedures.
- 14.2** All Residents must keep their rooms and common areas, including the area in the immediate vicinity of the entrance to a building or room, clean and in the same condition as at the commencement of the Period of Residence, apart from reasonable wear and tear. For those living in shared (apartment style) accommodation this requirement also applies to all other contents included in the apartment.
- 14.3** The Resident has a responsibility to other Residents and must avoid creating any disturbance, nuisance or annoyance to other Residents. Unduly loud sound systems such as those equipped with sub-woofers are prohibited. At all times, residents are expected to respect and consider their fellow residents' rights to study, relax, sleep and enjoy their living environment free from excessive noise and disturbances. In regard to noise, all Residents are expected to conform to the following standards:
- after 8.30 pm it should be quiet enough to study;
 - after 10.30pm it should be quiet enough to sleep; and
 - after midnight any undue noise in the residences is not acceptable.
- 14.4** The Resident must immediately notify the Associate Director of any infectious diseases (eg glandular fever, chicken pox) or pests such as mice or insects.

- 14.5** Smoking is not allowed inside any UTAS Student Living building, including bedrooms, bathrooms, halls, laundries, stair wells, fire exits, balconies, telephone booths, communal rooms, dining halls, kitchens/kitchenettes, administration buildings or any other building. No person is permitted to smoke within a distance of three (3) metres from the entrance to any UTAS Student Living building or air-conditioning or other intake.
- 14.6** The use of alcohol in any manner, which is unsafe, illegal or fails to respect cultural differences and the rights of others cannot be condoned. Consumption of alcohol by Residents must conform to UTAS Student Living policy and procedures on the safe consumption of alcohol. This includes obtaining any required licenses and following Responsible Serving of Alcohol guidelines. Under no circumstances may a minor be served or consume alcohol on UTAS Student Living premises.
- 14.7** The Resident must not possess, manufacture, use, consume, supply or distribute any illegal/controlled drug, plant, substance or precursor as defined in the *Misuse of Drugs Act 2001 (Tas)*. This includes cannabis.
- 14.8** The Resident must not:
- paint, drive nails or screws into the walls, doors, ceilings or floors;
 - fix anything to the walls or doors which will mark or damage the infrastructure or paint work;
 - mark, scratch, break, scrape, stain or damage any part of UTAS Student Living residence or contents;
 - make any alteration or addition to the residence;
 - hang any clothes or other articles on heaters or out of the windows or on the outside of the residence other than on clothes drying facilities provided;
 - keep or allow to enter or remain in the residence any animal, bird or other pet, except a fish in an appropriate aquarium;
 - put anything down any sink/toilet/drain likely to cause damage or obstruction;
 - keep and/or light inside the residence any candles, oil burners, incense sticks or cones or any other thing by which a live flame can be maintained;
 - keep or allow to be brought into or to remain in his/her room or any other part of the residence any firearms, ammunition, spear guns, fireworks, swords, flick knives or any other explosive or dangerous articles;
 - prepare or cook any food or meals in any area other than in a designated cooking area;
 - obstruct corridors or doorways;
 - accumulate or permit any accumulation of rubbish, refuse or material in the residence;
 - use any part of the residence nor any other part of any other property owned or managed by UTAS Student Living for the standing, storing or parking of the Resident's vehicle unless an area is specifically designated for Resident parking, and he/she is authorised to park there;
 - conduct a business;
 - remove any furniture or furnishings from the Resident's room or from the residence, including placing furniture outdoors or on balconies, nor add any additional furniture without prior written consent from the Manager;
 - allow the Resident's room to be used for any illegal or prohibited purpose or in any manner so as to cause nuisance, harm or unreasonable disturbance to any Resident, staff or other person in residence; or
 - bring a bicycle into, or allow a bicycle to be brought into or remain in, the Resident's room or any indoor part of a residence.
- 14.9** Due to the risk of fire and potential disruption to electrical supplies there are strict limits on what kinds of electrical appliances are allowed and where they can be used in UTAS Student Living Residences.

All electrical heaters and cooking appliances with exposed elements, such as hotplates, are banned from UTAS Student Living Residences. If any such appliances are found they will be removed, placed in storage and returned on the Resident's departure.

Other types of cooking appliances are permitted but must only be used in designated kitchen areas. If a Resident is found using any cooking appliance in their rooms the appliance will be removed, placed in storage and returned on the Resident's departure. There will be an additional charge to the Resident if they are found using cooking appliances in their rooms for second or further times.

Use of other types of appliances such as computers, televisions, appliance chargers and sound systems is allowed in Residents' rooms as long as there is compliance with noise rules (See Clause 14.3).

All allowed electrical appliances will be tested to by a UTAS Student Living staff member to ensure compliance with Australian standards. Compliant appliances will be 'tagged'. Non-compliant appliances will be disabled so that they cannot be connected to the Residences' electricity supply.

- 14.10** With the exception of instances in which an overnight Visitor is permitted in accordance with UTAS Student Living policies and procedures, the Resident must not permit any other person to occupy and/or share the Resident's room on a temporary or permanent basis. Fold down beds are available to rent overnight at the charge specified in Schedule 2 to these Terms and Conditions – please contact the Student Living Office.
- 14.11** The Resident must not assign his/her Residency Agreement or sub-let his/her room or any part of an apartment and on no account are Keys to be given to other Residents or Visitors.
- 14.12** The Resident is responsible for ensuring that visitors and/or guests follow all the rules of Residence set out in their Residency Agreement Terms and Conditions. The Resident will be held liable when visitors of the Resident do not follow such rules, or for behaviour which harms the welfare of other Residents or the residence.
- 14.13** The Resident shall be liable for any loss or damage caused by the Resident or a visitor of the Resident to the rooms or contents or buildings provided by UTAS Student Living.
- 14.14** Liability for any damage caused to a flat, shared/twin room or an apartment or its contents, shared by Residents, may be apportioned on a reasonable collective basis should individual responsibility not be determined.
- 14.15** On departure Residents must leave rooms in a clean and tidy state. If the resident's room has a refrigerator this must be emptied, defrosted, cleaned, power switched off and the door left open. The Resident will be charged if UTAS Student Living has to undertake additional cleaning or remove rubbish.
- 14.16** Residents should not damage any part of a residence or any other buildings or furnishings managed by UTAS Student Living. Any such damage to any of UTAS Student Living property may result in termination of the Residency Agreement and the Resident may be asked to vacate the residence.
- 14.17** Entry and exit from all buildings and rooms must be through the main doors, except in the case of an emergency.
- 14.18** All garbage must be placed in the appropriate recycling or garbage containers provided and, where applicable, at designated times the recycling or garbage containers must be placed in designated areas for collection. Once such recycling or garbage containers have been emptied, residents must put them back in the designated storage area on the day they are emptied. Each apartment/unit which fails to return a recycling or garbage container to the designated storage area within 24 hours of it being emptied, necessitating a staff member to return the container, will be charged at the rate set out in Schedule 2 to these Residency Agreement Terms and Conditions. Only recyclable items may be placed in recycling containers. If contaminated waste is added to recycling containers, Residents will be charged for removal of the contaminated waste at the rate set out in Schedule 2 to these Terms and Conditions.
- 14.19** In using common areas the Resident:
- shall not tamper with or damage any UTAS owned equipment including drink and snack food vending machines and costs for the replacement or repair of any equipment will be charged to the Resident;
 - may use the common areas for any purposes allowed by UTAS Student Living in common with other persons permitted by UTAS Student Living ;
 - must not use any common areas for purposes other than those authorised by UTAS Student Living
 - shall use all reasonable care when using the common areas and not by act or omission cause any damage to the common areas;
 - must not litter or otherwise cause the common areas to be left in an unclean or untidy condition;
 - must not permit any obstruction of the common areas which causes interference with their use;
 - shall keep laundries clean and free of unattended washing; and
 - must not use another Resident's food or equipment without his/her express permission.

- 14.20** If a Common Area is left in an unclean or untidy condition an additional cleaning charge at the rate specified in Schedule 2 to these Residency Agreement Terms and Conditions will be levied to the Residents of the accommodation site determined by UTAS Student Living to be responsible.
- 14.21** The Resident must not wilfully or recklessly interfere or tamper with any Fire/Security Equipment located at any of UTAS Student Living sites. Misuse of this equipment may result in the Residency Agreement being terminated. The Resident will be liable for all costs incurred from damage and for any charges from the Tasmanian Fire Service.
- 14.22** Residents must be cautious of the location of fire alarms/detectors and avoid interference by hanging decorations or covering detectors. Fire exits and hallways are to be kept clear at all times of furniture and rubbish.
- 14.23** Security doors are not to be deliberately left open under any circumstances.

15. TERMINATION OF RESIDENCY AGREEMENT BY UTAS

- 15.1.** The Residency Agreement, may be terminated and the Resident instructed to vacate the residence immediately if he/she or any of the Resident's visitors:
 - a) through act or omission places the lives of themselves or others at risk;
 - b) causes damage to themselves or the person or property of another or maliciously damages the buildings, furniture, effects or property of the UTAS Student Living ;
 - c) commits an act of violence on themselves or another person;
 - d) breaks any State or Federal laws, and/or the by-laws, ordinances and rules of UTAS;
 - e) initiates, participates in or encourages bullying, intimidation, harassment, stalking, actual or threat of physical violence, degradation, humiliation, persecution or like behaviour towards another person or group;
 - f) commits any form of harassment including sexual, physical, psychological, or vilifies any individual based on religion, sexuality or disability;
 - g) commits any act or behaves in a way which is likely to seriously offend an individual;
 - h) in the belief of UTAS Student Living staff poses a serious threat of harm to themselves or another person.
 - i) indulges in behaviour deemed by the Manager to be grossly unacceptable. It is expected that all Residents will abide by the rules of residence and will conduct themselves in a mature manner whilst living in the residence; or if:
 - j) the Residence has been destroyed or becomes damaged to such an extent that it is unfit for human habitation.
- 15.2** This Residency Agreement, may be terminated and the Resident instructed to vacate the residence within 14 days if he/she or any of the Visitors of the Resident:
 - a) misuse any Fire/Security Equipment;
 - b) gains unauthorised entry to another Resident's room or any other area not authorised by UTAS;
 - c) gains unauthorised entry to outside ledges or the roof;
 - d) has received 3 Formal Warning Forms to the effect that their behaviour was deemed to be unacceptable or contravened any UTAS and Student Living rules, regulations or policies;
 - e) the Resident or his/her Sponsor has failed to pay fees and charges as outlined in the Residency Agreement, including the Schedule of Residential Fees; or.
 - f) breaches any of the Residency Agreement Terms and Conditions
- 15.3** A request for a review of the decision to terminate should be by written notice to the Associate Director and be given within 7 days, or such further period as the Associate Director may at any time allow, of the making of the decision, The notice should set out the grounds on which a review is sought.
- 15.4** The review decision of the Associate Director on the merits of any termination decision made under this clause is final.

Schedule 1



Schedule of Industry Resident Fees - 2020

Student Living

All fees are quoted in Australian Dollars
All fees quoted are for a weekly rate
Prices valid from 1 January 2020 until further notice
All prices are inclusive of linen

Launceston		Investigator Hall	
Single Room	Fully Serviced	includes linen, room servicing and the provision of 21 meals a week	\$549
	Room only	Length of stay: 0 - 4 weeks	\$281
	Room only	Length of stay: 5-39 weeks	\$240
	Room only	Length of stay: 40+ weeks	\$190
Catering options: Saltz Café restaurant is located in easy walking distance from Investigator Hall and meals can be purchased between the hours 7am to 7.00pm daily. Residents also have access to self-catered facilities in Investigator Hall.			

Email: enquiries@accommodation.utas.edu.au

Student Living Bookings

1. All accommodation is subject to availability
2. Accommodation may not be available if bookings are not made 24 hours prior to arrival.
3. Fees are subject to change and availability.

SCHEDULE 2 – ADDITIONAL FEES & CHARGES

Fee/Charge	Amount	Purpose	When paid
Section A: Compulsory Fees/Charges			
Holding Fee	\$150	Administrative fee for application. (Non-refundable)	On acceptance of offer.
Security Deposit	\$500	Bond against damage or other costs incurred by Resident.	In advance before arrival.
Section B: Discretionary Fees/Charges			
Linen Pack	\$185	Payment for bed linen, towels. Resident can choose not to pay charge and provide own linen.	In advance
Section C: Occasional Fees/Charges			
Residential Parking Permit – for use in Green Dots only	\$284.00 annual fee Shorter stays – weekly rate (\$7 per week)	Charge levied when permit is applied for If an individual is staying for less than a semester then a rate of \$7 per week applies and the permit is only valid for specific dates. Permits are assigned to the individual and are non transferable.	Upon Application for a permit
Additional cleaning and rubbish removal including removal of abandoned goods	\$45 per hour charged in 15 minute increments with a minimum charge of \$45	Charge levied when SL has to: <ul style="list-style-type: none"> undertake additional cleaning in a Resident's Room; or move Resident's belongings after they vacate. 	After event.
Return of recycling or garbage container to designated area.	\$12 per container.	Charge levied when SL has to: <ul style="list-style-type: none"> Return containers to designated area 24 hours after rubbish collection. Empty containers because of presence of contaminated items. 	After event.
Emptying of recycling container because of presence of contaminated items.	\$12 per container		
Lock out	\$5 per lockout	Charges applied to each lockout. Not payable by Company	After event
Fold down beds	\$30/night with or w/out linen	Charge for every use of fold down beds	In advance
Charge on removal of unauthorised appliance from Resident's room	\$50	Charges applied for second and subsequent instances of removal	After event
Charge for Repairs/Replacement	Variable.	Costs charged by SL to repair or replace SL facilities or goods damaged or lost by Resident or their guests.	After Event
Administrative Fee	15% of total cost	Administrative charge made when repairs or replacements made.	After Event
Replacement of Key /Card	\$20	Applies to replacing a lost or damaged prox card and all other keys or cards	After Event
Direct Debit Dishonour Charge	\$32.50	Charge made when bank dishonors Resident's direct debit payment for SL account.	After Event
Cheque Dishonour Charge	\$50	Charge made when bank dishonors Resident's cheque for SL account.	After Event
Agreement Variation	\$100	Administrative charge for making alterations to existing Agreements	At request of resident
Debt Collection Fee	27.50% of total cost	Administrative charge made when Debt Collection Agency is used	After Event