

STUDENT RESIDENTIAL ACCOMMODATION AGREEMENT

By submitting an online application with Monash University ABN 12 377 614 012 (“**University**”) for placement in Residential Accommodation, you are deemed to have reviewed and agreed to the terms and conditions of use with respect to the Residential Accommodation set out in this agreement. If you do not agree to the terms and conditions set out in this agreement then you will not be entitled to use the Residential Accommodation.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this agreement:

- (a) **Common Areas** means all those parts of the Residential Accommodation made available by the University for common use by the University and the residents of the Residential Accommodation, and their visitors and invitees, and includes the Common Facilities.
- (b) **Common Facilities** means any and all plant, equipment, fixtures, fittings, furniture and furnishings and other property within the Common Areas provided by the University for common use by the residents of rooms within the Residential Accommodation.
- (c) **Permitted Use** means the use specified in clause 7(a)(1).
- (d) **Rent** means the rent specified in clause 4.
- (e) **Resident** means the person permitted by the University to use and occupy the Room and use the Residential Accommodation in accordance with this agreement.
- (f) **Residential Accommodation** means the property owned or leased by the University for the provision of accommodation to students.
- (g) **Room** means the fully furnished single occupancy room situated in the Residential Accommodation which the University permits the Resident to use and occupy pursuant to this agreement, and which includes the University’s Property.
- (h) **Services** includes electricity, gas, water, sewerage, telecommunication, internet, air conditioning and ventilation systems, security services, fire detection and prevention equipment installed in or connected or supplied to the Room or the Residential Accommodation, and the plant, equipment and other items needed to supply those services.
- (i) **Term** means the period specified in clause 3.
- (j) **University Guidelines** has the meaning given to that term in clause 14(a).
- (k) **University’s Property** means any and all plant, equipment, fixtures, fittings, furniture and furnishings and other property that the University provides within the Room for the Resident’s use during the Term.
- (l) **Vacation Date** means the date upon which the Resident must permanently vacate the Residential Accommodation, being the earlier of the last day of the Resident’s booking for the Room in accordance with clause 20 and the date of termination of this agreement under clause 22.

2 RIGHT TO OCCUPY ROOM

- (a) The University permits the Resident the right to use and occupy the Room for the Term, at the Rent and otherwise on the terms and conditions set out in this agreement.
- (b) If the Resident wishes to move from the Room to another room within the Residential Accommodation, the Resident must obtain the University's prior written approval prior to doing so. The University's approval would not normally be given but may be given in special circumstances. The Resident acknowledges that the University's approval may be given or withheld in its absolute discretion.
- (c) The Resident is not obliged to notify the University if the Resident is absent from the Room overnight.

3 PERIOD OF AGREEMENT

The Term commences on the date upon which the Resident first commences occupying the Room in the Residential Accommodation pursuant to this agreement and ends on the Vacation Date.

4 RENT

- (a) The rent payable under this agreement is as specified in the Monash Rural Health Accommodation Booking System available at <https://monashruralhealth.starrezhousing.com/StarRezPortal> ("Rent")
- (b) If the Resident is a Year 3B or 4C medical student, the Resident acknowledges and agrees that:
 - (1) the Resident will be charged Rent for 42 weeks which includes the entire duration of the academic year, regardless of whether the Resident continues to occupy the Room during semester breaks and Residents will be invoiced monthly i.e 10 instalments over 10 months.
 - (2) the Resident must pay the Rent to the University via the Monash Rural Health accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal> by either credit card or direct debit.
- (c) Monash Nursing and Allied Health students are required to pay for the accommodation via the Monash Rural accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal> by either credit card or direct debit, within five days of receiving their invoice.
- (d) Non Monash Nursing and Allied Health students are required to pay upfront, for the entire duration of the booking, at the time of accepting the accommodation offer via the Monash Rural accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal> by either credit card or direct debit.
- (e) Year 5D medical students are required to pay for the entire duration of the booking at the time of accepting the accommodation offer via the Monash Rural accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal> by either credit card or direct debit.

- (f) Subject to clause 16(b), payment of the Rent pursuant to clauses 4(b), 4(c), 4(d) or 4(e) as applicable, is non-refundable unless 1 week's prior notice is given of cancellation of a booking or the remainder of a booking.

5 **CONDITION REPORT**

- (a) Prior to entering into occupation of the Residential Accommodation, a condition report will be made available to the Resident by the University via the accommodation booking portal specifying the state of repair and general condition of the Room and the Residential Accommodation on the date specified in the condition report.
- (b) Within two days of entering occupation of the Room, the Resident must use the accommodation booking portal, to access and complete the online condition report with an endorsement to the effect that the Resident agrees or disagrees with the whole or any specified part of the condition report.
- (c) If the Resident does not complete the online condition report as required by clause 5(b), the Room and relevant Common Areas will be deemed to be in the condition specified by the University in the condition report made available to the Resident under clause 5(a) on the date that the Resident first occupied the Room under this Agreement.

6 **REPAIRS AND MAINTENANCES**

- (a) The Resident must keep and maintain the Room in good repair and condition having regard to the condition the Room was in as at the date the Resident first occupied the Room, excluding capital or structural repairs and maintenance and fair wear and tear, unless the need for capital or structural repairs and maintenance or the fair wear and tear results from any act or omission by the Resident.
- (b) In addition to the Resident's obligations under clause 6(a), the Resident must:
- (1) keep the Room in a clean, tidy and hygienic condition and not create a fire or health hazard;
 - (2) keep waste in proper containers and have it removed regularly;
 - (3) comply with the University's reasonable directions concerning cleaning and the disposal of refuse, including putting bins out for collection on collection days;
 - (4) take care to avoid damaging the Room and the Residential Accommodation;
 - (5) give notice to the University of:
 - (A) any defect or damage to the Room or the Residential Accommodation; or
 - (B) any hazard arising from, threatening or affecting the Room or the Residential Accommodation,

as soon as reasonably practicable after the Resident becomes aware of the damage, defect, hazard or threat arising or occurring.
- (c) If the Resident causes or contributes to any damage (other than fair wear and tear) to the Room or the Residential Accommodation, the Resident must pay or reimburse

the University for the reasonable costs incurred by the University in repairing or rectifying the damage.

7 USE OF ROOM AND RESIDENTIAL ACCOMMODATION

- (a) The Resident must:
- (1) use the Room for residential purposes only (“Permitted Use”), and for no other use;
 - (2) supply the Resident’s own pillow, doona, mattress protector, bed linen, towels and tea towels, and other personal property, for use in the Room and the Residential Accommodation;
 - (3) secure the Room when it is unoccupied by keeping all doors and windows locked, and comply with the University’s directions for the use and return of keys, keycards and key pad codes. The Resident acknowledges that the University will not procure contents insurance for any of the Resident’s personal belongings kept in the Room or elsewhere in the Residential Accommodation. It is recommended that the Resident arrange insurance for the Resident’s personal belongings, and for any motor vehicle which the Resident owns; and
 - (4) comply with all the emergency procedures with respect to the Residential Accommodation, and participate in any fire or emergency drills at the Residential Accommodation.
- (b) The Resident must not:
- (1) use or allow the Room to be used for any illegal purpose;
 - (2) use or allow the Room to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any other resident in Residential Accommodation or any properties neighbouring the Residential Accommodation;
 - (3) use radio, television or sound producing equipment in the Room at a volume that can be heard outside the Room;
 - (4) bring into the Room or the Residential Accommodation any object which, due to its nature, weight, size, or operation might cause damage to the Room, the Residential Accommodation, or the effective operation of the Services without the University’s prior written consent;
 - (5) alter the Room or remove any of the University’s Property from the Room without the University’s prior written consent;
 - (6) stick nails or pins, affix self-adhesive hooks or labels, posters or stickers in or on the walls or wood work or painted or varnished surfaces of the Room without the University’s prior written consent;
 - (7) keep or use any chemicals, inflammable fluids, acids, or other things in the Room or the Residential Accommodation, except to the extent necessary for the Permitted Use;
 - (8) prepare or cook food in:

- (A) the Room; or
 - (B) with respect to the Residential Accommodation known as Lister House located in Bendigo, the kitchenettes on each floor of the Residential Accommodation,
- in any circumstance;
- (9) install or use any personal fridge, freezer or heaters (for example, and without limitation, bar radiators, fan heaters and oil heaters), portable air conditioners or fans, in the Room or the Residential Accommodation in any circumstance;
 - (10) bring, allow or permit any animal or pet in the Room or the Residential Accommodation;
 - (11) install any locks or security devices in the Room which cannot be opened by the keys or keycards provided by the University;
 - (12) use candles, incense, or anything which generates a continuous naked flame, within the Room or the Residential Accommodation;
 - (13) hang clothing or other items from windows or balconies that may be observed from outside the Room;
 - (14) use, possess, or store of any kind ammunition and/or weapon(s) or any other item (whether real or fake) that is capable of being used aggressively or for violent purposes or for the purpose of intimidating. This includes but is not limited to missiles, fireworks, firearms, stun guns, daggers, knives with a fixed blade used for any purpose other than cooking, martial arts equipment, any device resembling a fire arm, slingshots, spear guns, bows and arrows, explosives, laser pointing devices and Taser guns. The improper discharge of a chemical agent including, but not limited to, mace, pepper spray, or other aerosols is prohibited;
 - (15) use any lavatories, grease traps, drains or other sanitary facilities in the Residential Accommodation for any purpose other than that for which they were designed;
 - (16) use, provide or supply any illegal substances, in or from the Room or the Residential Accommodation;
 - (17) smoke anywhere in the Room or the Residential Accommodation, or near the entrances or windows or air intakes of the Residential Accommodation, or anywhere near the Residential Accommodation where there is a likelihood of side-stream smoke being drawn into the Residential Accommodation;
 - (18) do anything which may prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the Room or the Residential Accommodation. For the avoidance of doubt, the Resident must not interfere with or damage, any automatic door closure devices fitted to the door of the Room or any doors within the Residential Accommodation;
 - (19) except in an emergency, interfere with any of the Services in the Room or the Residential Accommodation;

- (20) except in an emergency, interfere with any fire equipment in the Room or the Residential Accommodation. If in the University's reasonable opinion, the Resident has inappropriately activated the Residential Accommodation's fire alarm (whether wilfully or by a negligent act or omission), the Resident must pay or reimburse the University for any costs the University incurs arising from the attendance of the Fire Brigade to the Residential Accommodation on demand.

8 ASSIGNMENT OR SUB-LETTING

The Resident must not transfer, assign, sublet or otherwise part with possession of the Room.

9 COMMON AREAS AND FACILITIES

- (a) During the Term the Resident may use in common with other residents of the Residential Accommodation:
- (1) the Common Areas; and
 - (2) the Common Facilities.
- (b) The Resident must:
- (1) not use the Common Facilities for any purposes other than those for which they have been provided;
 - (2) not obstruct the Common Areas or store or leave any of the Resident's personal belongings in the Common Areas;
 - (3) participate fully and equally with other residents of the Residential Accommodation to keep the Common Area and the Common Facilities in a clean, tidy and hygienic condition. This includes comply with the University's reasonable directions concerning cleaning and the disposal of refuse within the Common Area, and putting the Residential Accommodation's bins out for collection on collection days;
 - (4) take reasonable care to avoid damaging the Common Areas and the Common Facilities, and the Resident must notify the University of any damage to the Common Areas or the Common Facilities as soon as reasonably practicable after the Resident becomes aware of any damage occurring.
- (c) If the Resident causes or contributes to any damage (other than fair wear and tear) to the Common Areas or any Common Facilities, the Resident must pay or reimburse the University for the reasonable costs incurred by the University in repairing or rectifying the damage.

10 KITCHEN

- (a) The Resident must only prepare and cook food within the designated kitchen in the Residential Accommodation which has been approved for cooking.
- (b) The Resident must only keep food items within the fridge(s) and pantry cupboards/food lockers provided in the kitchen. The Resident must keep the fridge and pantry cupboards/food lockers clean and regularly throw away any food items which have perished or expired.

- (c) The Resident must clean the kitchen and the Common Facilities in the kitchen after the Resident has finished using them, and ensure that all the Resident's food and grocery items, dishes, crockery and cutlery, and other personal belongings are put away after use.
- (d) All fridges and the pantry cupboards/food lockers must be cleaned and left in a clean, tidy and hygienic condition when not in use.

11 ELECTRICAL EQUIPMENT

- (a) Subject to clause 7(b)(9), the Resident may bring the Resident's own personal electrical equipment (such as hair dryers, shavers, study lamps, stereos/radios, computers/laptops, TVs, mobile phones and chargers, and other similar equipment) with the Resident to the Residential Accommodation, provided that all of the Resident's personal electrical equipment does not have power consumption of more than 500 watts.
- (b) The Resident must not use anywhere in the Room or the Residential Accommodation:
 - (1) double adaptors; and
 - (2) electrical devices with non-Australian power plugs.
- (c) The Resident may use a power board in the Room or the Residential Accommodation provided that it has a 10amp automatic trip.

12 BEHAVIOUR

- (a) The Resident acknowledges and agrees that student accommodation is a type of community living that requires consideration of others, willingness to participate, flexibility, a commitment to live within certain guidelines that protect the safety, security and comfort of all, a readiness for independent living and an attitude of responsibility towards the Resident's living and learning environment, and the staff and fellow residents of the Resident's Accommodation.
- (b) The Resident acknowledges that anti-social behaviour which contravenes University Guidelines will not be tolerated and is a breach of this agreement entitling the University to terminate this agreement under clause 22.

13 GUESTS

- (a) The Resident may have guests and visitors visit the Resident at the Residential Accommodation, provided that any guests or visitors do not stay overnight in the Room, or elsewhere in the Residential Accommodation, without the University's prior consent.
- (b) The Resident acknowledges and agrees that the Resident:
 - (1) is responsible for the behaviour of the Resident's visitors, guests, and invitees;
 - (2) is responsible for any breach of this agreement arising from any act or omission of the Resident's visitors, guests and invitees;
 - (3) must pay or compensate the University for any costs or expenses incurred by the University in repairing or rectifying any damage to the Room or the

Residential Accommodation caused by the Resident's visitors, guests or invitees.

14 UNIVERSITY GUIDELINES

- (a) The Resident must comply with any reasonable instructions, guidelines, policies and codes relating to the use and occupation of the Room and the Residential Accommodation notified to the Resident by the University prior to the Term ("**University Guidelines**").
- (b) The Resident acknowledges and agrees that the University may from time to time change its instructions, guidelines, policies and codes, relating to the use and occupation of the Room and the Residential Accommodation and the Resident will be bound by the change when the Resident receives written notice of it from the University.

15 CAR PARKING

The Resident must not:

- (a) use or allow to be used any car park area at the Residential Accommodation which the Resident or any other residents of the Residential Accommodation may be permitted to use for any purpose other than for parking a motor vehicle in a fair and reasonable manner;
- (b) assign or sublet any rights to use car parks in the car parking area of the Residential Accommodation; and
- (c) use any car parks set aside for visitor use without the University's prior consent which can be withdrawn at any time at the University's discretion, or use or allow to be used any car parks which have been allocated or licensed to other residents of the Residential Accommodation, and must ensure that the Resident's visitors only use designated visitor car parks.

16 DAMAGE AND DESTRUCTION

- (a) If the Room and/or the Residential Accommodation is at any time damaged so as to render the Room substantially unfit for the Resident's use and occupation or inaccessible, the University may, but is under no obligation to, repair or reinstate the Room and/or the Residential Accommodation.
- (b) The Resident is not liable to pay Rent or any other charges during the period that the Room is unfit for the Resident's use and occupation arising from the damage referred to in clause 16(a), unless the Resident has caused or contributed to the damage.
- (c) Provided that the Resident has not caused or contributed to the damage to the Room and/or the Residential Accommodation referred to in clause 16(a), the University may choose, but is under no obligation to relocate the Resident to another room in the Residential Accommodation or a room within another property owned by the University ("**Alternative Room**"). If the Resident is relocated to an Alternative Room, the Resident must continue to pay the Rent in accordance with this agreement while the Resident occupies the Alternative Room.
- (d) If the University considers that the damage to the Premises and/or the Residential Accommodation is such that repairing it is impractical or undesirable, the University

may terminate this agreement by giving the Resident not less than 5 days written notice.

- (e) The University is not liable to pay the Resident any compensation if any part of the Room or the Residential Accommodation is destroyed or damaged or if this agreement is ended under this clause 16.

17 RISK, RELEASE AND INDEMNITY

- (a) The Resident acknowledges and agrees that the Resident occupies the Room and uses the Residential Accommodation at the Resident's own risk. The Resident agrees to release to the full extent permitted by law the University and its agents, servants, contractors and employees, in the absence of negligence on their part, from all claims:

- (1) resulting from any accident, damage or injury occurring in the Room or the Residential Accommodation; or
- (2) for any direct, indirect or consequential loss which the Resident suffers arising from any loss of supply of any utility or other Service to the Room or the Residential Accommodation,

including any personal injury which the Resident and/or any person who is in the Room or the Residential Accommodation with the Resident's consent sustains and loss of or damage to the Resident's own or such other person's property.

- (b) The Resident agrees to indemnify the University against all claims, damages, costs and charges arising from:
 - (1) use, misuse or waste by the Resident or any invitee of the Resident of the water, electricity, gas, lighting and other Services and facilities of and supplied to the Room and the Residential Accommodation;
 - (2) overflow of water (excluding rain water) originating from the Room or any part of the Residential Accommodation caused or contributed to by the Resident, or any invitee of the Resident; and
 - (3) loss, damage or injury to property or person where ever occurring, caused or contributed to by the Resident, or any invitee of the Resident.
- (c) Each indemnity in this agreement is a continuing obligation, independent from the Resident's other obligations, and survives the end of this agreement. The University may enforce an indemnity before incurring an expense.

18 THE UNIVERSITY'S RIGHTS AND OBLIGATIONS

- (a) The University must ensure that the Residential Accommodation is maintained in good repair and in a structurally sound condition.
- (b) The University must take reasonable action to keep the Services available to the Residential Accommodation. However, if for a reason outside of the University's control any Service is not available, is interrupted or fails, the Resident may not terminate this agreement or stop or reduce payments under this agreement.
- (c) The University or any person authorised by the University (including contractors) may enter the Room and the Residential Accommodation at reasonable times on reasonable notice to see if the Resident is complying with the Resident's obligations

under this agreement, or do anything it must do under this agreement, or which is necessary to comply with any law or the requirement of any authorities.

- (d) If there is an emergency, the University and any person authorised by the University may enter the Room any time without notice, using any means necessary.
- (e) The University may stop any person from entering or remaining in the Residential Accommodation:
 - (1) if, in the University's reasonable opinion, there is an emergency; or
 - (2) to ensure the safety of any other person or item in the Residential Accommodation.
- (f) The University may do anything which the Resident should have done pursuant to this agreement but which the Resident has not done or which the University considers the Resident has not done properly. The Resident must promptly pay all reasonable expenses incurred by the University under this clause 18(f).
- (g) The University may appoint agents or others to exercise any of its rights or perform any of its duties under this agreement. Where there is inconsistency, communication from the University overrides communications from such agents or other appointed persons.
- (h) Any right of the University under this agreement may be exercised by a person authorised by the University.

19 OUTSTANDING/OVERDUE ACCOUNTS

- (a) If the Resident has an outstanding account the Resident will not be allowed to continue to occupy the Residential Accommodation without the full payment of the overdue account.
- (b) If as a result of an overdue account or misconduct the Resident is required to vacate the Residential Accommodation, the Resident will remain responsible for the payment of Rent for the duration of this agreement or until such time that a suitable replacement resident is found (whichever comes first).
- (c) In accordance with University's policies, if a Monash University student Resident does not pay any amount owed under this agreement, the University may place an encumbrance on the Resident's Monash account. This means the Resident will not be able to access library, computer or enrolment services. The Resident cannot see the Resident's exam results, request academic records (transcripts) or graduate. To remove the encumbrance and have access to services, the Resident will need to pay the Resident's debt.

20 VACATING ROOM

- (a) By 10am on the Vacation Date the Resident must:
 - (1) vacate and leave the Room in the condition which the Resident must keep it under this agreement;
 - (2) remove all of the Resident's personal belongings from the Room and the Residential Accommodation, and leave the Room and the Residential Accommodation in a clean, tidy and hygienic condition;

- (3) return to the University any keys, keycards, or other security devices provided to the Resident to access the Room and the Residential Accommodation; and
 - (4) complete and return any departure checklists required by the University.
- (b) Unless otherwise agreed with the University prior to the Vacation Date, any of the Resident's personal belongings left in the Room or the Residential Accommodation after the Resident has vacated the Room may be treated by the University as abandoned and dealt with or disposed of by the University as the University deems appropriate. The Resident must reimburse the University for any costs the University reasonably incurs in removing, storing or disposing of any of the Resident's abandoned belongings within 14 days of demand. The Resident releases the University from any loss suffered or incurred by the Resident from any action taken by the University under this clause 20(b).
- (c) After the Resident has vacated the Room on the Vacation Date, the University will inspect the Room and will carry out any cleaning and repair works which the University, acting reasonably, considers is required to put the Room back into the condition it was in when the Resident first occupied it, as detailed in the condition report referred to in clause 5. The Resident must pay or reimburse the University for the University's reasonable costs and charges incurred in arranging and carrying out such work, including the costs of any contractor engaged by the University.

21 ESSENTIAL TERMS

- (a) Each obligation in this agreement for the Resident to pay money, and the Resident's obligations under clauses 6, 7(a)(1), 7(a)(3), 7(a)(4), 7(b), 8, 10(a), 11, 12, 13(a), 14, 15(b) are essential terms of this agreement, without which the University would not have entered into this agreement and the University is entitled to treat a breach of any of them as a repudiation of this agreement.
- (b) However, this clause 21 does not prevent any other obligation under this agreement from being an essential term.

22 TERMINATION OF AGREEMENT

- (a) The University may terminate this agreement by giving the Resident written notice or by re-entry if:
- (1) the Resident repudiates this agreement;
 - (2) the Rent and any other money payable under this agreement is unpaid for more than 14 days after the University gives the Resident a written demand;
 - (3) the Resident does not comply with any of its obligations under this agreement.
- (b) For the purposes of section 146(1) of the *Property Law Act 1958*, 14 days is fixed as the period within which the Resident must remedy a breach capable of remedy and pay reasonable compensation for that breach.
- (c) Termination by the University ends this agreement, but the University retains the right to sue the Resident for unpaid money or for damages (including damages for the loss of benefits that the University would have received if this agreement had continued for the full Term) for breaches of its obligations under this agreement.

23 NOTICES

- (a) Any notice or other communication required or authorised under this agreement, to be given to a person must be in writing, signed and may be:
 - (1) given personally to the person;
 - (2) left at or sent by prepaid post to the person's address set out in this Agreement; or
 - (3) sent by email to the person's current email address notified by that party to the other party.
- (b) A notice or other communication is taken to be received by the recipient:
 - (1) if given personally, at that time;
 - (2) if sent by prepaid post, within Australia to an Australian address, 6 working days after the date of posting;
 - (3) if sent by email, at the time of receipt as specified in section 13A of the Electronic Transactions (Victoria) Act 2000;
 - (4) In all cases, a notice or communication received after 5.00pm in the place of receipt or on a day that is not a Business Day is taken to be received by the recipient at 9.00am on the next Business Day.

24 MISCELLANEOUS

- (a) This agreement may only be amended or varied in writing signed by the parties.
- (b) No failure to exercise or delay in exercising any right given by or under this agreement to a party constitutes a waiver and the party may still exercise that right in the future.
- (c) A waiver of any provision of this agreement or a right created under it might be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.
- (d) If any provision of this agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or words are to be severed and if this cannot be done, the entire provision is to be severed from this agreement without effecting the validity or enforceability of the remaining provision of this agreement.
- (e) This agreement constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.
- (f) This agreement is governed by and construed in accordance with the laws of Victoria.