



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) **Director** means the person occupying or acting in the position of Director of the local site where the Residential Accommodation is located from time to time, or his/her nominee.
- d) **Permitted Use** means the use specified in clause 7(a)(1).
- e) **Rent** means the rent specified in clause 4.
- f) **Resident** means the person permitted by the University to use and occupy the Room and use the Residential Accommodation in accordance with this agreement.
- g) **Resident Advisor** means the relevant person or persons appointed by the University as a residential advisor to those parts of the Resident Accommodation in which the Room is situated.
- h) **Residential Accommodation** means the property owned or leased by the University for the provision of accommodation to students.
- i) **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.
- j) **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.
- k) **Support Person** means another Resident of the Residential Accommodation or another person approved by the Director. For the purposes of clause 13(b)(ii) the Support Person’s role is to observe the meeting and provide support and guidance to the Resident. The Support Person may not represent the Resident or speak on the Resident’s behalf. In choosing a support person, the resident should be mindful of any potential conflict of interest. For example, a Resident Advisor, a witness to any incident or another resident involved in the incident may not act in this role.
- l) **Term** means the period specified in clause 3.
- m) **University Guidelines** has the meaning given to that term in clause 18(a).
- n) **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.

- o) **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 24 and the date of termination of this agreement under clause 26.

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.
- d) No person shall be considered for residency within the Residential Accommodation, if as a result of their behavior during a previous residency period, they have been evicted from the Residential Accommodation under clauses 14 and 15. Special consideration may be given to previous residents referenced in this clause 2(d) on a case by case basis at the University's absolute discretion

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 the entire duration of the academic year, including the ability to move in up to 7 days prior to the start of academic year and move out up to 7 days after the end of the academic year, regardless of whether the Resident continues to occupy the Room during semester breaks. Residents will receive invoices for 10 instalments.
 - (2) the Resident must pay the Rent to the University via the Monash Rural Health accommodation booking portal. The first instalment is paid in advance at the time of the booking and the remaining 9 instalments will be invoiced during the year <https://monashruralhealth.starrezhousing.com/StarRezPortal>
- c) Monash Nursing and Allied Health students are required to pay upfront at the time of accepting the accommodation offer for the entire duration of the booking or, if the booking is longer than 3 months, the student will pay the first 3 months upfront and then be invoiced monthly in advance for the remainder of their stay, via the Monash Rural accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal>
- d) Non Monash Nursing and Allied Health students are required to pay upfront at the time of accepting the accommodation offer, for the entire duration of the booking or, if the booking is longer than 3 months, the student will pay the first 3 months upfront and then be invoiced monthly in advance for the remainder of their stay, via the Monash Rural accommodation booking portal <https://monashruralhealth.starrezhousing.com/StarRezPortal>
- 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>

- f) Subject to clause 20(b), payment of the Rent pursuant to clauses 4(b), 4(c), 4(d) or 4(e) as applicable, is non-refundable unless there are:
- 1) extenuating circumstances, or
 - 2) greater than 2 weeks' notice of a cancellation is provided in which case a 2 week fee will be applied (refer to MRH Accommodation Refund Policy: <https://www.monash.edu/medicine/srh/placements/accommodation>)

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, or other process as advised by the School, 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 MAINTENANCE

- 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:
 1. any defect or damage to the Room or the Residential Accommodation; or
 2. 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. When the Resident reports a maintenance fault in their bedroom or any room in their residence, they give consent for maintenance personnel to enter their Room over the next 7 days, even if they are not present, for the purpose of fixing any reported maintenance faults. Where possible, the University will provide advance notice of maintenance personnel attending.
- d. The Resident acknowledges that the University, depending on the property, may provide gardening and/or cleaning services. Details will be provided in the confirmation letter.
- e. 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 there will be a fee for any lost keys or keycards. 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.
- (5) Advise the University of any risk and/or incidents within 48 hours.

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 intimidation. 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; If the accommodation is co-located with a health service the student must comply with all bans from smoking or vaping on health service grounds;
 - (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.
- c) In the case of illness of any person, the Resident must permit an authorized representative of the University to obtain medical assistance and/or to send the unwell person to his or her home or to a hospital at the person's own expense.
- d) The Resident must immediately notify the University upon becoming aware that the Resident

has contracted or may have come into contact with an infectious condition or disease, including where the Resident is showing symptoms of an infectious condition or disease or where the Resident has been in contact with another person who is showing symptoms of or who has been diagnosed with an infectious condition of disease.

- e) In the circumstances provided for under clause 7d), the Resident must comply with any request for information, requirement or direction from the University reasonably necessary to ensure the health and safety of the University's residents, staff and guests, including (without limitation) any requirement to be tested or assessed by a medical practitioner and to immediately provide (or have the medical practitioner provide) the results of that medical test or assessment to the University.
- f) Where the University is notified by the Resident or by a medical professional that the Resident has, or has been in contact with someone who has, an infectious condition or disease, the Resident must:
 - a. cooperate with the University to discuss a suitable risk management plan for the infectious condition or disease; and
 - b. comply with any reasonably necessary directions from the University, acting on advice from a medical professional, to manage the infectious condition or disease, including but not exclusively to relocate the Resident to alternative accommodation or require a Resident to remain absent from the Residential Accommodation or other University premises and/or otherwise isolate themselves from other residents for the period of time that the Resident is infectious.
- g) If there is an event, including (but not limited to) a pandemic or other serious threat to health, that affects or has the possibility of affecting the health and safety of residents, the Resident must comply with all directions, restrictions and mandates imposed by the University or any municipal, statutory or government including (without limitation):
 - a. following procedures such as emergency evacuations and announcements, physical distancing, restrictions on gatherings or medical testing;
 - b. modifying behaviours or activities such as wearing of personal protective equipment and refraining or ceasing behaviours which may be in breach of the government restrictions;
 - c. modifying, vacating or ceasing entry, use or occupation of residences, communal spaces, areas or facilities within the Residential Accommodation or University premises including avoiding areas that have been identified as hazardous or dangerous; and
 - d. participating in educational programs or safety training and ensuring that the health and safety of University residents, staff, students and the local community is prioritized.

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, bedside light, 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 26.

13. INVESTIGATION OF ALLEGATIONS OF MISCONDUCT

- a) The Director is responsible for investigating any matter arising under clauses 12, 13, 14 and 15.
- b) Where a Director's attention is drawn to a possible breach of University Guidelines or relevant sections of this agreement, the Director (or their nominee) will, at the earliest possible opportunity:
 - (i) write (email) to, or speak with (telephone) the Resident outlining the possible breach and inform the Resident that the breach is being investigated;
 - (ii) convene a meeting with the Resident at a specified time and place to discuss the matter and confirm that the Resident is expected to attend the meeting and may bring with them a Support Person if desired;
- c) If the Resident fails to attend a meeting with the Director after being given reasonable opportunity to do so, the Director may decide the matter without a meeting.
- d) During a meeting convened in accordance with clause 13(b)(ii) the Resident's alleged breach will be outlined by the Director, with evidence of this being presented as appropriate. The Resident will be given the opportunity to respond to the allegation.
- e) The Director will make a decision and inform the Resident of the decision and, if applicable, any sanction. This may occur at the meeting convened in accordance with clause 13(b)(ii) or afterwards, following further consideration and/or enquiries.
- f) Subject to clause 13(g), the Director will confirm in writing to the Resident the decision and, if applicable, any sanction. Within three (3) days of this written notice, the Resident may (by written notice to the Director) request written reasons for the decision, which will be provided within seven (7) days of the request.
- g) In cases where the Director reasonably believes a breach has occurred and the consequences are minor, the Director may choose to inform the Resident formally (or informally) of this finding. In these circumstances, the Resident retains the right to request reasons for the finding as referred to at clause 13(f) above and the right to appeal under clause 16.
- h) In cases where the Director suspects a serious breach of the University Guidelines or relevant sections of this agreement by the Resident, the Director may choose to refer investigation of the incident to another person(s), including other Monash University Staff, Monash Security or the Monash University Safer Community Unit.
- i) At the conclusion of any investigation under clause 13(h), the Director is responsible for any decision and imposing any sanctions under this agreement.

14. FORMAL WARNINGS

- a) Where the Director concludes, after an investigation conducted in accordance with the process set out under clause 13, that conduct referred to in Appendix A of this agreement has occurred, the Director may issue a formal written warning to the Resident and impose any additional sanction under this agreement.
- b) Where the Director concludes, after an investigation conducted in accordance with the process set out under clause 13, that conduct referred to in Appendix A of this agreement has occurred, and where the Resident has received a prior formal warning for such prior conduct and/or prior breach of University Guidelines and/or this agreement, the Director may consider evicting the Resident from the Residential Accommodation for multiple breaches of University Guidelines and/or relevant sections of this agreement.
- c) The Director may evict a Resident by notice to vacate that takes effect immediately or at some later time. Notice to vacate requires a Resident to vacate their accommodation and leave the premises.

15. EVICTION

- a) Where the Director concludes, after an investigation conducted in accordance with the process set out under clause 13, that conduct referred to in Appendix B of this agreement has occurred, the Director may evict a Resident by notice to vacate that takes effect immediately or at some later time. Notice to vacate requires a Resident to vacate their accommodation and leave the premises.
- b) Where the Director concludes, after an investigation conducted in accordance with the process set out under clause 13, that conduct referred to in Appendix B of this agreement has occurred, but a decision is made not to evict, the Director may issue a formal written warning and impose any additional sanction under this agreement.
- c) Despite any other provision in this agreement, if the Director considers that there is an immediate and serious risk to the safety and wellbeing of any Resident or the greater Residential Accommodation community, then the Director may relocate any Resident at any time (whether before, or during an investigation, or before or during a review of a decision) to alternate accommodation, including accommodation off campus. For the avoidance of any doubt, in the case of conflict or inconsistency, this clause 15(c) overrides any other provision in this agreement.
- d) A person who has been evicted under this section during a previous residency period is ineligible to apply for future accommodation at the Residential Accommodation and must not attend or visit any Residential Accommodation or precincts for any reason. Special consideration may be given to previous residents referenced in this clause 15(d) on a case by case basis at the University's absolute discretion

16. REVIEW OF DECISION UNDER CLAUSES 13, 14 AND 15

- a) If a Resident disagrees with the process applied under clause 13 and/or a decision under clauses 12, 13, 14 and/or 15, the Resident may request that the decision be reviewed. The review will be conducted by the Director, or, where the decision is a decision of the Director, another person nominated by the Director will conduct the review.
- b) To request a review, a Resident must apply in writing to the Director, state the decision the Resident requests be reviewed and outline the reasons for the request. Unless there are exceptional circumstances (as determined by the Director), the request must be received by the Director within three (3) business days of the written notification of the decision to the Resident.

- c) A Resident may only request a review of the decision on one or more of the following grounds:
- (i) the decision maker did not follow the correct process in making the decision; and/or
 - (ii) evidence or circumstances which should have been taken into account by the decision maker in reaching a decision were overlooked or were not given sufficient weight; and/or
 - (iii) new or significant evidence (i.e. that does not duplicate/repeat previous evidence and/or provides significant additional evidence to that already before the decision maker) which was not known and could not reasonably have been known at the time of the original decision, is now available and has the potential to alter the decision.
- a) Upon receiving a request to review, the Director (or their nominated representative) will determine whether the review ground is arguable. If it is found that the review ground is not arguable, the review will be dismissed and the Director (or their nominated representative) will inform the resident in writing that the original decision stands.
 - b) If the Director (or their nominated representative) determines the review ground is arguable, the Director (or their nominated representative) will conduct the review considering the material provided by the Resident in support of the review. The Director (or their nominated representative) will determine if the review ground is upheld and if so, will make a new decision on the matter.
 - c) The Director (or their nominated representative) will provide the decision on the review request in writing to the Resident. Within 7 days of receiving this letter, the Resident may request written reasons for the decision, which will be provided within fourteen (14) days of the Resident's request.

17. GUESTS

- a) The Resident may have guests and visitors visit the Resident at the Residential Accommodation, provided that:
 - a. residents previously evicted from Residential Accommodation are not permitted as a visitor and/or guest in Residential Accommodation or to attend University functions/events unless authorised by the University; and
 - b. all guests and/or visitors are expected to leave the Residential Accommodation by midnight except where prior approval to stay overnight in the Room has been granted by the University. In circumstances where prior approval has been granted, the Resident acknowledges and agrees that it will not have more than one guest/visitor stay in their Room overnight.
- b) The Resident acknowledges that the University's authorisation or approval under clause 17(a) may be given or withheld in its absolute discretion.
- c) 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.

18. 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.

19. 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.

20. 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 20(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 20(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 20.

21. 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.

22. 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 at 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 22(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.

23. OUTSTANDING/OVERDUE ACCOUNTS

- a) If the Resident has an outstanding account the Resident will not be allowed to continue to occupy any 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.

24. 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, including food, 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 24(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.

25. 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, 17(a), 18, 19(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 25 does not prevent any other obligation under this agreement from being an essential term.

26. 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.

27. 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.

28. 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.

APPENDIX A
GROUND FOR ISSUE OF A FORMAL WRITTEN WARNING

1. Misconduct within the Residential Accommodation, which is an action or series of actions that breach generally accepted standards of behaviour in a residential community.
2. Behaviour that endangers the Resident's life/wellbeing and/or impacts negatively upon other residents and/or staff either around the Resident and/or in the Residential Accommodation.
3. Any form of hazing, which includes any action or situation (e.g. initiation ceremony, ritual, challenge or other activity) with or without the consent of participants, for the purpose of admission into, affiliation with, or as a condition for, continued membership or acceptance into a group (e.g. club, team, hall, society). Hazing activities may be intentional or unintentional and may cause or be likely to cause humiliation, discomfort, embarrassment, abuse or physical and or emotional harm to any individual or group.
4. Intoxication or excessive consumption of alcohol or other drugs (prescribed or otherwise) that endangers a resident's life/wellbeing and/or impacts negatively upon other residents either around the Resident and/or in the Residential Accommodation, and in the case of a Resident under 18 years of age consuming or being under the influence of alcohol.
5. Verbal abuse against another resident, visitor/guest or staff member.
6. Threatening, bullying or harassing behavior.
7. Discrimination or vilification based upon a person's race, national, linguistic or ethnic origin, culture/religion, gender, sexual identity, disability, political opinion or other personal attribute.
8. Theft.
9. Excessive noise or noise that unreasonably or negatively impacts on those around you and/or in the Residential Accommodation irrespective of the time of day or night.
10. Intentional, reckless or negligent damage to Monash University and/or Residential Accommodation property and/or the property belonging to another resident and/or belonging to a visitor/guest of another resident or any other person.
11. Allowing unauthorised and/or unaccompanied visitors/guests access to the Residential Accommodation.
12. Cooking in a bedroom and/or in an area that is not an approved kitchen.
13. Smoking and/or vaping (or evidence of) non-nicotine based products in areas other than areas (if any) if designated for smoking (Note; the use and possession of vaping products containing nicotine is banned in Victoria).
14. Unauthorised use of and/or interfering with firefighting equipment, including smoke and thermal detectors.
15. Unauthorised entry into restricted areas of Monash University and/or Residential Accommodation property, including but not limited to roofs, plant rooms, and other restricted places.
16. Unauthorised use of, or interference with Monash University IT systems, including but not limited to wireless Internet services.
17. Bringing an animal into the Residential Accommodation (including bedrooms, units or houses).

18. Bringing a weapon or firearm, or any item that could be used for aggressive or violent purposes, or for the purpose of intimidating others, into the Residential Accommodation.
19. Throwing an object from a window or from a roof.
20. Subletting a Resident's accommodation, including providing a means of access to the Residential Accommodation and/or Room (e.g. via key or proxy access) to a person who should not have access to that space.
21. Preventing Monash University and/or the Residential Accommodation approved staff and/or contractors from completing authorised duties, including the implementation of the University's Critical Incident Management Protocols.
22. Refusal to evacuate their accommodation and/or the premises after being instructed to do so by an officer of the Fire Brigade, Building Warden, Resident Advisor, or any other authorised representative of Monash University and/or the Residential Accommodation, or by a computer automated evacuation command generated by the building's Emergency Warning and Evacuation System.
23. Contravening or non-compliance with any other section of this agreement, University Guidelines, the reasonable direction of the Director, or conditions agreed to by the Resident.
24. Unauthorised removal of the Residential Accommodation property, including furniture and fittings from communal areas.
25. Allowing your accommodation to become unfit for living in.
26. Failing to keep the Resident's accommodation and any communal areas within a unit or house clean and tidy, or otherwise comply with any cleaning guidelines or requirements of the University as notified to the Resident from time to time.
27. Failing to attend all mandatory training and any other training directed by the Director or his/her representative.
28. Failing to follow the agreed steps of a documented Safety and Support Plan as agreed to between you and the Director.

**APPENDIX B
GROUNDS FOR ISSUE OF EVICTION / NOTICE TO VACATE**

1. Physical assault and/or physical harassment.
2. Sexual assault and/or sexual harassment/misconduct.
3. Violent and/or aggressive behavior.
4. Conduct involving:
 - (a) possession of illegal drugs or other illegal substances (including synthetic drugs);
 - (b) use and/or being under the influence of illegal drugs or other illegal substances (including synthetic drugs) within the Residential Accommodation;
 - (c) use and/or being under the influence of legal medication contrary to the manufacturer's recommended use or any medical prescription held by the Resident;
 - (d) selling and/or distribution of illegal drugs or other illegal substances (including synthetic drugs);
 - (e) selling and/or distribution of legal medication(s) for the purpose of them being used contrary to the manufacturer's recommended use or any medical prescription.
5. Engaging in any activity of a criminal nature or in any activity that breaches the law.
6. Threats and/or emotional harm, including but not limited to harassment, stalking and psychological aggression.
7. Causing or being likely to cause psychological harm and/or emotional distress through the use of any form of social networking media, including but not limited to email, text messaging, web pages, digital and physical noticeboards, and image/video sharing.
8. Engaging in any behaviour where you are identifiably connected with the Residential Accommodation (i.e. where your connection is apparent from your clothing, statements made including in any online format, or the nature of the event) which has the significant potential to bring Monash University and/or the Residential Accommodation into disrepute.
9. A serious breach of clauses 12, 13, 14, and 15 of this agreement and/or University Guidelines.
10. Repeated breaches of clauses 12, 13, 14 and 15 (where the repetition may comprise breaches of different subsections of clauses 12, 13, 14, and 15) and whereby two formal warnings have been issued under clauses 12, 13, 14 and/or 15.