



Australian
National
University

Occupancy Agreement

*This Facility is partially funded through the Federal Government
National Rental Affordability Scheme (NRAS)
Strict Eligibility Requirements Apply

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Date	This Agreement is effective upon the date the Occupant accepts the offer of accommodation located at: http://portal.rcc.anu.edu.au
Parties	
1.	Australian National University, ABN 52 234 063 906, an institution pursuant to the <i>Australian National University Act 1991</i> (Cth) as represented by University Accommodation Services of Acton, in the Australian Capital Territory, 2601, Australia ('the University').
2.	the <i>Occupant(s)</i>

Details	This Agreement applies to Single Occupants, Twin Occupants and Couples
Building/Facility	The location of the accommodation is known as the Building and/or the Facility
Resident Handbook	http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks
Commencement Date	The date the Occupant(s) accepts the terms and conditions contained in the letter of offer.
Termination Date	The date contained in the letter of offer.
Full Occupancy Fee (Tariff)*	http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees
Room Deposit	The amount notified to the Occupant in the letter of offer.

*The Full Occupancy Fee (Tariff) represents the market or standard occupancy fee (tariff) for a particular room type.

The parties agree as follows

1. Terms and Explanatory Information

- (a) This is an Occupancy Agreement which is provided to persons who reside in an Australian National University accommodation facility whether that accommodation is owned by, offered by or under the responsibility of the Australian National University.
- (b) Terms and Conditions:
 - (i) the Occupant will complete and sign a Room Inventory report of the Room at the commencement of this Agreement;
 - (ii) the Occupant shall pay a Room Deposit subject to the conditions of clause 4;
 - (iii) the Occupant will pay the Occupancy Fee and other sundry fees from the Commencement Date and on every agreed instalment date two weeks in advance;
 - (iv) the Occupancy Fee will be paid by direct debit from the Occupant's nominated Australian bank or Credit Union account;
 - (v) charges for telephone services are payable in advance.
 - (vi) charges for data services are included in the tariff.
 - (vii) no pets will be permitted.
 - (viii) *Single Occupant*: refers to an occupant of a Room who occupies a single room and who does not share the Room with any other person;
 - (ix) *Twin Occupant*: refers to an occupant of a Room who occupies a twin share room and who is sharing the room with one or more persons who may or may not be related.
 - (x) *Couple* refers to persons who are in a relationship that has been notified to the University and where the Couple occupies a studio double room, a one-bedroom room or a double room. For the avoidance of doubt, a Couple includes members of the same-sex and opposite-sex relationships.
- (c) The Occupant acknowledges that he or she will not acquire an estate or any other interest in the Room, other than the right to use the Room, in accordance with this Agreement.
- (d) The Occupant agrees that upon the expiry or termination of this Agreement, the Occupant will return the Room to the condition in which the Room was first provided except for fair wear and tear.
- (e) The Occupant acknowledges that this Agreement expires on the Termination Date, unless terminated earlier in accordance with this Agreement. The Occupant is not entitled to an extension or renewal of this Agreement, or a new occupancy agreement, in the Facility or any other University student accommodation facility. If the Occupant wishes to enter into a new Occupancy Agreement on expiry or termination of this Agreement, the Occupant acknowledges they must make an application to the University using the prescribed forms.
- (f) The Occupant will notify the University immediately and no later than 24 hours, in writing, of any loss, damage, or defect to the Room, or other areas of the Facility or any loss or damage to the keys/access cards issued to the Occupant.
- (g) The Occupant agrees that the University will not be liable for any loss of or damage to the Occupant's personal items, furniture, property or other goods or items the Occupant may bring into the Room or the Facility.
- (h) The Occupant agrees that the University may exercise a right of entry to the Room for inspection, repair, cleaning or other reasonable purposes, including welfare checks.
- (i) The Occupant agrees not to assign, rent, sub-let or otherwise transfer possession of the Room prior to the Termination Date.
- (j) The Occupant agrees not to use the Room for any illegal or harmful purpose and further agrees not to use the Room for commercial activities.
- (k) The Occupant agrees that the Room is not suitable accommodation for children and families.
- (l) The Occupant consents to having their photograph taken and to the University displaying the photograph together with the name and degree of the Occupant at the Facility and/or an official University website.

2. The University's Obligations

The University, subject to the Occupant maintaining compliance with the Occupant's obligations in this Agreement, grants the Occupant permission to:

- (a) occupy the Room;
- (b) use the fixtures, fittings and furnishings in the Room;
- (c) access the services (if any) provided under the terms of this Occupancy Agreement by the University (the *Services*).

3. The Occupant's Obligations

The Occupant agrees:

- (a) to use the Room as the Occupant's residence.
- (b) to abstain from behaviour that would cause annoyance or nuisance to the University or other Occupants of the Facility.
- (c) to seek the prior written consent of the University prior to the Occupant making any alterations, additions, or improvements to the Room, including seeking the University's permission prior to removing any fixtures, fittings, or other equipment.
- (d) to pay for or reimburse the University for any damages the Occupant causes or permits to occur to the Room or the Facility.
- (e) to prevent the obstruction of any public areas of the Facility.
- (f) not to use any equipment or device that is reasonably likely to cause damage to the Room or Facility.
- (g) to comply with lawful notices and reasonable directions from the University.
- (h) to notify the University of any infectious illness or pest that may require the fumigation or disinfection of the Room or Facility.
- (i) to maintain the Room in good order and condition.
- (j) to take reasonable care to avoid damaging the Room and the Facility.
- (k) to promptly report to the University any damage to the Room and the Facility.
- (l) to comply with the rules and regulations made by the University in accordance with the Resident Handbook as updated from time to time:

<http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks>

- (m) to otherwise comply with the terms of this Agreement.

3.1 Behaviour

The Occupant agrees not to cause, contribute to, or engage in unacceptable, unlawful or other behaviour in connection with the Room and the Facility including, without limitation, behaviour that may be described as misconduct under the Australian National University Discipline Rules 2017.

<http://www.anu.edu.au/about/governance/legislation>

By way of example and without limitation, the Occupant agrees not to:

- (a) intentionally cause injury or harm to another person.
- (b) cause real or perceived violence or threats of violence.
- (c) bully or intimidate another person.
- (d) cause damage to the real or personal property of another person in the Room or Facility.
- (e) leave any part of the Facility or Room in an unclean state.
- (f) consume excessive amounts of alcohol.
- (g) consume, possess or distribute illegal substances.
- (h) disrespect the rights and beliefs of other persons
- (i) threaten the safety of the person of the Occupant or other persons.
- (j) behave offensively to others.
- (k) smoke within the Room and Facility, including within 15 metres of the same.
- (l) produce excessive or loud noise.

3.2 Consequences of Misbehaviour and/or Misconduct

If the Occupant's behaviour is deemed unacceptable by the University, an Office Bearer or other Staff Member, the University may take such action as deemed necessary including:

- (a) immediate termination of this Agreement;
- (b) removing the Occupant to another accommodation facility;
- (c) placing the Occupant on probation;
- (d) requiring the Occupant to pay a fine;
- (e) requesting that the Occupant make an apology; and/or
- (f) commencing disciplinary proceedings under the Australian National University Discipline Rules 2017, as amended.

3.3 Handbook, Rules and Policies

The Occupant acknowledges and agrees that the following rules and policies, as they may be updated from time to time and as applicable, form a part of this Occupancy Agreement:

- (a) University Hall of Residence Policies;
- (b) the Rules of the Australian National University
<http://www.anu.edu.au/about/governance/legislation>; and
- (c) the Policies of the Australian National University <https://policies.anu.edu.au/pppl/index.htm>

4. Room Deposit

- (a) The Occupant shall pay a Room Deposit to the University that will be held on behalf of the Occupant during the term of this Agreement.
- (b) The Room Deposit shall be paid to the Occupant in full within four (4) to six (6) weeks after expiry or termination of this Agreement provided that the Occupant:
 - (i) has left the room in a clean and habitable condition without having caused damages to the furniture, fittings or equipment of the Room; and
 - (ii) has not accrued any outstanding charges or arrears owed to the University in relation to the use of the Room, Facility and Services.
- (c) The University shall be entitled to deduct from the Room Deposit all amounts owed to the University for arrears of the Occupancy Fee, charges and other amounts reasonably necessary to restore the Room to a clean, habitable and undamaged condition
- (d) If the amount of the Room Deposit is insufficient to return the Room to a clean, habitable and undamaged condition and/or the Room Deposit is insufficient to cover arrears and outstanding charges, the Occupant shall be liable for such amount(s) and agrees to reimburse the University.
- (e) The University shall also be entitled to deduct any amount from the Room deposit to recover debts owed by the Occupant to the Facility at the termination of this agreement.
- (f) Where the Occupant:
 - (i) owes arrears at the termination of this Agreement; or
 - (ii) is in arrears for more than seven (7) days during the Occupancy and the Occupant fails to respond to a notice from an authorised representative of the University regarding the unpaid amount(s), the University shall be entitled to place a negative service indicator on the Occupant's academic record that will prevent the release of results, academic transcripts and/or the Occupant's eligibility to graduate.
- (g) The Occupant acknowledges that no interest earned on the Room Deposit shall be paid to the Occupant.

5. University's Right to enter, inspect and repair

Without limiting clause 3:

- (a) the University may enter and inspect the Room and any part of the Facility at all reasonable times on reasonable notice for the purpose of making repairs and/or for purposes which the University is bound to carry out under the requirements of any contract or law.

- (b) employees of the University, an Office Bearer or other Staff Member, of the University may enter the Room without notice in exigent circumstances and/or emergencies.
- (c) the University will use its best efforts to minimise inconveniences to the Occupant associated with the University's right to enter, inspect and repair the Room.

6. The Occupant's Licence to occupy the Room and access the Facility

Provided that the Occupant does not breach the terms of this Agreement or the Rules or Policies to which this Agreement refers, the University grants the Occupant a licence:

- (a) to occupy the Room until such time that this Agreement expires or is terminated; and
- (b) to access the Facility and Services from the Commencement Date of this Agreement

7. Guests and Overnight Visitors

The Occupant, in accordance with the Handbook and other policies referred to in the Agreement, is permitted to have guests and overnight visitors provided that the Occupant:

- (a) ensures that the guest completes and returns a Visitor's Form to the Reception of the Facility;
- (b) agrees that the guest will stay no longer than a maximum of nights permitted by the Facility;
- (c) agrees that the guest does not stay in the common areas of the Facility;
- (d) ensures that the guest behaves in the same manner expected of the Occupant;
- (e) undertakes responsibility and liability for any damage(s), loss or injury caused by a guest; and
- (f) understands and agrees that the behaviour of the Occupant's guest may lead to the termination of this Agreement.

8. Academic Status

The Occupant:

- (a) Agrees to notify the Facility in writing, within two (2) working days, of:
 - (i) the completion, termination or suspension of the Occupant's course of study; or
 - (ii) of any change in the Occupant's enrolment status at the Australian National University; or
 - (iii) their academic load being reduced below 18 units in any one Semester (Semester 1 units will be deemed to include units undertaken in Semester 1 and the Summer and Autumn Sessions, and Semester 2 will be deemed to include units undertaken in Semester 2 and in the Winter and Spring Sessions); or
 - (iv) any late Withdrawal as described at: <http://www.anu.edu.au/students/program-administration/program-management/late-withdrawal>
- (b) Acknowledges that this Agreement may be terminated by the University with reasonable notice if:
 - (i) the Occupant's course of study at the Australian National University is terminated, suspended or completed, or;
 - (ii) a change to enrolment status, Late Withdrawal or any other cause, results in academic load being reduced below 18 units in any one Semester (as set out in clause 8(a)(iii) above) except where the change is approved by the University's Registrar Student Life (or delegate). The Occupant must provide the Registrar Student Life (or delegate) with any additional information they require regarding the reduction in academic load. The Registrar Student Life (or delegate) may take into consideration degrees where a full-time load is not a requirement or other special course requirements.
- (c) Consents to give the Accommodation Services Office and other authorised Staff Members of the University, access to the Occupant's university enrolment details and academic results for the purpose of determining the Occupant's eligibility for this Agreement.

9. Termination of Agreement by the Occupant

- (a) Subject to clause 9(b), the Occupant agrees to provide the Facility with four (4) weeks written notice prior if they wish to permanently vacate the Room before the Termination Date in which case clause 11 will apply.
- (b) The Occupant is not entitled to give a notice pursuant to clause 9(a) if there are less than eight (8) weeks remaining on the Term of this Agreement.

10. Default by Occupant and Notice

- (a) Without limiting any other cause of this Agreement, if any one or more of the events described in clause 10(b) (each a **Default**) occurs, the Occupant shall be deemed to have breached this Agreement and the University will have the right to terminate this Agreement on reasonable notice to the Occupant.
- (b) Each of the following constitutes Default by the Occupant:
 - (i) the Occupant fails to pay an amount due under this Agreement by the due date and such amount(s) remains unpaid for seven days (7) whether or not formal demands for repayment have been made;
 - (ii) the Occupant breaches this Agreement or a requirement set out in the Handbook and/or the Rules and Policies described in clause 3.3;
 - (iii) the Occupant ceases to occupy the Room before the Termination Date;
 - (iv) the Occupant seeks the protection of any law relating to insolvent people, becomes bankrupt or commits an act of bankruptcy;
 - (v) the Occupant commits any act or behaviour which justifies 'immediate eviction' which is outlined in the Resident Handbook.

11. Consequences of Termination or Expiry

- (a) The University shall be entitled to recover all losses and costs whatsoever that arise from termination of this Agreement pursuant to clause 8(b), clause 9 or clause 10.
- (b) The Occupant agrees that if:
 - (i) the University terminates this Agreement in accordance with clause 8(b);
 - (ii) they permanently vacate the Room prior to the Termination Date (notwithstanding the notice provided in clause 9(a)); or
 - (iii) the University terminates this Agreement for Default pursuant to clause 10, the Occupant will remain liable to pay the Occupancy Fee until the earlier of:
 - (iv) the Termination Date; or
 - (v) the date that the University enters into a replacement Occupancy Agreement for the Room.
- (c) Where this Agreement has been terminated for any reason prior to the Termination Date, the University will make reasonable endeavours to locate another occupant that is acceptable to the University to occupy the Room.
- (d) The Occupant agrees that an Early Termination Fee and other administration charges associated with early vacation of the Room will be paid prior to the Occupant's departure as described at: <http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees>
- (e) Upon expiry or termination of this Agreement for whatever cause, the University may remove any fixtures, fittings and/or the Occupant's personal property from the Room and store the same at the expense of the Occupant without being deemed guilty of conversion or becoming liable for any loss or damage in relation to removing and storing the Occupant's personal property.
- (f) Any notice required under this Agreement shall be sufficiently served on the Occupant by:
 - (i) personal service; or
 - (ii) by mailing any notice to the Occupant's last known place of residence' or
 - (iii) by email.

12. Privacy

12.1 Information collected

- (a) The University may collect information as required for compliance with the University's contractual, legal and statutory obligations or as otherwise required to give effect to this Agreement.
- (b) The Occupant agrees to provide information, including relevant personal information, to assist the University to comply with its obligations related to providing the Occupant with the Services.

- (c) The Occupant acknowledges that it is a condition of this Agreement that the Occupant provides the University with information needed to comply with state, territory and federal law. The Occupant understands that if the Occupant does not provide such information, the University will not enter into this Agreement with the Occupant.

12.2 Use and disclosure of information

- (a) The Occupant acknowledges that the University may share the Occupant's personal information with the Australian National University, other entities with the Australian National University and with third party entities related to the University.
- (b) The Occupant acknowledges that the University may share the Occupant's personal information with other service providers such as archival, auditing, consulting, mail house, delivery, technology and security services organisations.
- (c) The Occupant further acknowledges that the University may use the Occupant's personal information for the purposes of providing accommodation and services to the Occupant and for the purposes set out in the Resident Handbook.

12.3 Requesting access to information

Requests for access to personal information held by the University about the Occupant should be directed to the University's Information Technology Services. For instructions see:

<http://www.anu.edu.au/freedom-of-information>

13. Indemnity

The Occupant agrees to indemnify the University:

- (a) against any loss, liability, costs or expenses incurred or suffered by the University arising from or in connection with any damage to the Room, other areas of the Facility, goods or chattels of any other person caused by or contributed to by the Occupant's acts, negligence or default; and
- (b) against any loss, liability, costs or expenses incurred by the University arising from or in connection with any damages to the Room or other areas of the Facility, goods or chattels of another person caused by or in contributed to by the acts, negligence or omissions of the Occupant's guests(s); and
- (c) in respect of any liability or loss arising from costs, charges and expenses incurred in connection with the breach or default of this Agreement.

14. Exclusion of University Liability

The Occupant agrees that the University is not liable to the Occupant for any liability or loss resulting from:

- (a) any act or omission of any other occupant or person in the Room and/or Facility; or
- (b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Facility or Room.

15. Acknowledgements

- (a) The Occupant acknowledges receipt of the letter of offer of accommodation, the Resident Handbook, and the Schedule of Fees. The Occupant further acknowledges that he or she has read the same.
- (b) The Occupant acknowledges having had the opportunity to seek independent legal advice and has entered into this Agreement freely and voluntarily.
- (c) The Occupant declares that no promises, representations, warranties or undertakings either express or implied have been given by or on behalf of the University in relation to the suitability of the Room or Services.
- (d) The Occupant acknowledges that the licence granted by this Agreement is personal to the Occupant and does not create an estate or other real or personal property interest in the Occupant.
- (e) The Occupant acknowledges that all the fixtures, fittings and furnishings in the Room and Facility are the absolute property of the University.

- (f) The Occupant acknowledges that the issuance of this agreement is contingent on the availability of accommodation. Where the Occupant become ineligible to occupy the Room, the Occupant agrees to relocate and an Early Termination Fee will apply. The University will use reasonable efforts to enable the Occupant to find suitable, alternative accommodation. The Occupant further acknowledges that the University cannot guarantee a specific Room or Facility and the Occupant agrees to transfer to an alternative Room or Facility based on eligibility requirements and/or the availability of accommodation in the Facility.
- (g) In the case of Couples, the Occupant acknowledges that the terms and conditions set forth in this Agreement apply to each member of the Couple. A breach of any rule or condition by one member of the Couple will be treated as the Occupant having breached the Agreement.

16. NRAS Eligibility

- (a) The National Rental Affordability Scheme (NRAS) is a program funded by the Australian Government to increase the supply of affordable rental dwellings and reduce rental costs for low to moderate income households. Strict income requirements apply and this Agreement is not binding on the University until the University or the Facility has determined that the Occupant has met all NRAS eligibility requirements.
Information regarding NRAS eligibility requirements and supporting documentation can be found at: <http://www.anu.edu.au/study/accommodation/national-rental-affordability-scheme>
- (b) In order to qualify for NRAS the Occupant must provide evidence of gross income for the twelve (12) month period prior to the commencement date of this Agreement. The Occupant is required to complete an Income Notification Form or to provide other supporting documentation reasonably necessary for the University or Facility to determine eligibility. The Occupant may also be asked to complete a statutory declaration. The Income Notification form is located at: <http://www.anu.edu.au/study/accommodation/national-rental-affordability-scheme>
- (c) NRAS eligibility is determined on an ongoing basis and may require the Occupant to provide additional completed Income Notification Form(s) or other supporting documentation when requested.
- (d) Where an Occupant fails to provide a completed Information Notification Form and/or fails to provide supporting documentation required to determine eligibility in NRAS or the Occupant's gross income exceeds the requirements established by NRAS, the Occupant may be deemed ineligible.
- (e) If the Occupant is ineligible to participate in NRAS accommodation, the Occupant acknowledges that:
 - (i) the Occupancy Agreement may be terminated on reasonable notice to the Occupant;
 - (ii) the University or the Facility will use its best endeavours to locate an alternative Room in Non-NRAS accommodation;
 - (iii) the University may consent to the Occupant continuing to occupy a Room in NRAS accommodation on a temporary basis and on the terms and conditions set out in this Occupancy Agreement on the further condition that:
 - A. the Occupant must either relocate to an alternative room in a University accommodation facility which is not NRAS Accommodation at the time the Room is offered to the Occupant; or
 - B. if the Occupant refuses the offer of alternative accommodation, the Occupant and/or the University may terminate this Agreement; and
 - C. the Occupant pays the market rate for the Room detailed in the Schedule of Fees for as long as the Occupant occupies the Room.
- (f) The Occupant acknowledges that in the event that the Occupant is ineligible to participate in NRAS accommodation the terms and conditions set out in this Occupancy Agreement are to be read as being amended by the conditions contained in clause 16(e).

- (g) The Occupant agrees that if the Occupant is not eligible to participate in NRAS accommodation, any fees paid at the time the Occupant initially accepted an offer of NRAS accommodation will not be refunded.

17. Entire Agreement

- (a) Without limiting clause 3.3, this Agreement constitutes the entire agreement between the Occupant and the University and supersedes all previous Agreements.