



**Australian
National
University**

Occupancy Agreement

between

**The Australian National University
(ABN: 52 234 063 906)**

and

Occupant

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DATE

This Agreement is effective from the Commencement Date.

PARTIES

THE AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906 an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth), as represented by University Accommodation Services of Acton in the Australian Capital Territory, 2601 (**University**)

AND

The **STUDENT** or **PERSON** referred to in letter of offer via <http://portal.rcc.anu.edu.au> (**Occupant**)

AGREED TERMS:

DETAILS		
1.	Occupant:	The person named as the Occupant above.
2.	Facility:	The location of the accommodation is specified in the letter of offer via http://portal.rcc.anu.edu.au and is known as the Facility
3.	Room	Means the room occupied by the Occupant.
4.	Resident Handbook:	http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks
5.	Commencement Date:	The date the Occupant accepts the terms and conditions contained in the letter of offer via http://portal.rcc.anu.edu.au
6.	Move-in Date	The date specified as the move-in date in the letter of offer via http://portal.rcc.anu.edu.au
7.	End Date:	The date specified as the end date in the letter of offer via http://portal.rcc.anu.edu.au
8.	Tariff	Tariff means the tariffs specified in the fee schedule: http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees
9.	Acceptance Fees:	Means the acceptance fees specified in the fee schedule: http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees

10.	Room Deposit:	Means the room deposit specified in the fee schedule: http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees
11.	Condition Report	Means the condition report provided to the Occupant on the Move-in Date.

AGREED TERMS

1 The Occupant's licence to occupy the Room and access the Facility

- 1.1 This is an Occupancy Agreement which is provided to persons who reside in a University accommodation facility whether that accommodation is owned by, offered by or under the responsibility of the University.
- 1.2 Provided that the Occupant does not breach the terms of this Agreement, the University grants the Occupant a licence to occupy the Room and access the Facility from the Move-in Date until the End Date.
- 1.3 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.
- 1.4 The Occupant agrees not to assign, rent, sub-let or otherwise transfer possession of the Room.
- 1.5 The Occupant acknowledges that the Room is not suitable accommodation for children and families.
- 1.6 No pets are permitted.

2 Tariff and other fees

- 2.1 The Occupant must:
 - 2.1.1 pay the Acceptance Fees (which includes the Room Deposit) on the Commencement Date;
 - 2.1.2 pay the Tariff from the Move-in Date, two weeks in advance, until the End Date;
 - 2.1.3 pay other charges and fines as listed in the fee schedule as applicable:
<http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees>
- 2.2 The Tariff must be paid by direct debit from the Occupant's nominated financial institution.
- 2.3 The Occupant acknowledges and agrees to pay the Tariff from the Move-in Date to the End Date (**Term**).
- 2.4 Where the Occupant:
 - 2.4.1 owes arrears at the termination of this Agreement; or
 - 2.4.2 is in arrears for more than seven (7) days 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.

3 Room Deposit

- 3.1 The Occupant will pay a Room Deposit to the University that will be held on behalf of the Occupant during the Term of this Agreement.
- 3.2 The Room Deposit will be paid to the Occupant in full within six (6) weeks after expiry or termination of this Agreement except that the University may deduct from the Room Deposit:
 - 3.2.1 the reasonable cost of repairs to, or the restoration of, the Room or any Facilities, furniture or goods provided with the Room or Facilities as a result of damage (other than fair wear and tear) caused by the Occupant; and
 - 3.2.2 the reasonable cost of securing the Room if the Occupant fails to return the keys for the Room to the University at the end of the Agreement; and

3.2.3 any Tariff or other amount owing and payable under the Agreement at the time the Agreement ends.

3.3 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.

3.4 The Occupant acknowledges that no interest earned on the Room Deposit shall be paid to the Occupant.

4 Condition Report

4.1 The Occupant must complete and sign a Condition Report within seven (7) days of the Move-in Date.

4.2 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.

4.3 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 any loss or damage to the keys/access cards issued to the Occupant.

5 Resident Handbook, Rules and Policies

5.1 The Occupant acknowledges and agrees to comply with the Resident Handbook, available at: <http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks>.

6 The Occupant's Obligations

6.1 General

6.1.1 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) not to use the Room for:
 - (i) any illegal or harmful purpose; or
 - (ii) commercial activities;
- (l) to follow all reasonable directions from representatives of the University or ACT Health or other authorities in relation to compliance with COVID-19 protocols; and

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

6.2 Behaviour

6.2.1 The Occupant agrees not to cause, contribute to, or engage in unacceptable, unlawful or other behaviour, including, without limitation, behaviour that may be considered misconduct under the Australian National University Discipline Rule.

6.2.2 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) consume possess or distribute legal highs (such as NOS);
- (i) disrespect the rights and beliefs of other persons;
- (j) threaten the safety of the person of the Occupant or other persons;
- (k) behave offensively to others;
- (l) smoke within the Room and Facility, including within 15 metres of the same; or
- (m) produce excessive or loud noise.

6.3 Consequences of Misbehaviour and/or Misconduct

6.3.1 If the Occupant's behaviour is deemed unacceptable by the University, 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 (<http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees>);
- (e) requesting that the Occupant make an apology; and/or
- (f) commencing disciplinary proceedings under the University Discipline Rule.

7 University's Right to enter, inspect and repair

7.1 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.

7.2 Without limiting clause 7.1:

7.2.1 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.

7.2.2 the University (including authorised representatives) may enter the Room without notice (except for clause 7.4) in emergencies.

7.2.3 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.

7.3 The Occupant agrees that when they log a maintenance request, they consent to the University entering their Room for the purposes of a maintenance inspection and/or conducting repairs.

7.4 Where the University exercises a right of entry to the Room, the University will give notice by knocking three (3) times on the Occupant's door and, if there is no answer, may enter the Occupant's Room. If the Occupant is not in the Room, the University will leave a written note telling the Occupant when and why the University entered the room and the University representative's contact details.

8 Guests and Overnight Visitors

8.1 The Occupant, in accordance with the Resident Handbook, is permitted to have guests (including an overnight visitor) provided that the Occupant:

8.1.1 ensures that the guest completes and returns a Visitor's Form to the reception of the Facility;

8.1.2 agrees that the guest will stay no longer than a maximum of nights permitted by the Facility as specified in the Facility's policies or Resident Handbook;

8.1.3 ensures that the guest does not stay in the common areas of the Facility;

8.1.4 ensures that the guest behaves in the same manner required of the Occupant;

8.1.5 undertakes responsibility and liability for any damage(s), loss or injury caused by a guest; and

8.1.6 understands and agrees that the behaviour of the Occupant's guest may lead to the termination of this Agreement.

9 Academic Status

9.1 The Occupant:

9.1.1 Agrees to notify the Head of Residence (or their representative) of the Facility in writing, within two (2) working days, of:

(a) the completion, termination or suspension of the Occupant's course of study; or

(b) of any change in the Occupant's enrolment status at the University; or

(c) 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

(d) any late withdrawal as described at: <http://www.anu.edu.au/students/program-administration/program-management/late-withdrawal>.

9.1.2 Acknowledges that this Agreement may be terminated by the University with reasonable notice if:

(a) the Occupant's course of study at the University is terminated, suspended or completed; or

(b) 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 9.1.1(c) above) except where the change is approved by the University's Registrar (or delegate). The Occupant must provide the Registrar (or delegate) with any additional information they require regarding the reduction in academic load. The Registrar (or delegate) may take into consideration degrees where a full-time load is not a requirement or other special course requirements.

- 9.1.3 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.

10 Termination

- 10.1 Without limiting any other clause of this Agreement, if any one or more of the events described in clause 10.2 (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.
- 10.2 Each of the following constitutes Default by the Occupant:
- 10.2.1 the Occupant fails to pay an amount due under this Agreement by the due date and such amount(s) remains unpaid for seven (7) days whether or not formal demands for repayment have been made;
 - 10.2.2 the Occupant breaches this Agreement;
 - 10.2.3 the Occupant ceases to occupy the Room before the End Date without the written consent of the University;
 - 10.2.4 the Occupant seeks the protection of any law relating to insolvent people, becomes bankrupt or commits an act of bankruptcy;
 - 10.2.5 the Occupant commits any act or behaviour which justifies 'immediate eviction';
 - 10.2.6 the Occupant ceases to be a student of the University.
- 10.3 The Occupant acknowledges that this Agreement expires on the End 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.

11 Consequences of Termination or Expiry

- 11.1 The University shall be entitled to recover all losses and costs whatsoever that arise from termination of this Agreement.
- 11.2 The Occupant agrees that if:
- 11.2.1 the University terminates this Agreement in accordance with clause 9.1.2;
 - 11.2.2 they permanently vacate the Room prior to the End Date without the written consent of the University; or
 - 11.2.3 the University otherwise terminates this Agreement for Default pursuant to clause 10, the Occupant will remain liable to pay the Tariff until the earlier of:
 - 11.2.4 the End Date; or
 - 11.2.5 the date that the University enters into a replacement Occupancy Agreement for the Room.
- 11.3 If the University agrees to terminate the Agreement prior to the End Date, the Occupant agrees that an Early Termination Fee and other administration charges associated with early vacation of the Room may apply prior to the Occupant's departure as described at:
<http://www.anu.edu.au/study/accommodation/advice-procedures/accommodation-fees>.
- 11.4 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 conversion or becoming liable for any loss or damage in relation to removing and storing the Occupant's personal property.

11.5 Any notice required under this Agreement shall be sufficiently served on the Occupant by:

11.5.1 personal service; or

11.5.2 by mailing any notice to the Occupant's last known place of residence; or

11.5.3 by email.

12 Privacy

12.1 Information collected

12.1.1 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.

12.1.2 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 accommodation and associated services.

12.1.3 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

12.2.1 The University handles personal information in accordance with the *Privacy Act 1988* (Cth) and the ANU Privacy Policy: [ANU Policy Library - Policy - Privacy](#).

12.2.2 The Occupant acknowledges and consents to the University using and sharing the Occupant's personal information within areas of the University and with third party entities for the purposes of managing this Agreement and providing accommodation and services to the Occupant.

12.2.3 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.

12.3 Requesting access to information

12.3.1 Requests by students for access to personal information held by the University should be directed to the Registrar Student Administration. For instructions see: <https://www.anu.edu.au/freedom-of-information/personal-information>.

12.4 Occupant Consent

12.4.1 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, within internal publication materials (such as a divisional newsletter) and/or an official University website (unless they request otherwise in writing to the University).

13 Dispute Resolution

13.1 A party claiming that a dispute has arisen must notify the other party giving details of the dispute (**Notification**).

13.2 In the case of notifying the University, the Occupant must notify the Head of their Residential hall or college or, if the issue relates to the Head, to the Director, Residential Experience (details of which are available at: <https://www.anu.edu.au/directories>).

- 13.3 On receipt of a Notification, each party must negotiate in good faith to resolve the dispute.
- 13.4 If a dispute is not resolved within 10 days (or longer period agreed between the parties) of receipt of a Notification, the parties may refer the matter to be dealt with in accordance with a relevant University policy and procedure (for example, the Student Complaint Resolution Policy and Procedure).
- 13.5 If a dispute is not resolved within 30 days (or longer period agreed between the parties) of receipt of a Notification, the parties may agree to refer the dispute for mediation by a community dispute resolution service provider (for example, the ACT Conflict Resolution Service: <https://crs.org.au/>).
- 13.6 The Occupant may make a complaint at any time under the *Human Rights Commission Act 2005*. The ACT Human Rights Commission contact details are available at: <https://hrc.act.gov.au/>.
- 13.7 The contact details of the ACT Legal Aid Commission are available at: <https://www.legalaidact.org.au/>.
- 13.8 The contact details of the ACT Civil and Administrative Tribunal (ACAT) are available at: <https://www.acat.act.gov.au/>

14 Indemnity

- 14.1 The Occupant agrees to indemnify the University:
- 14.1.1 against any loss, liability, costs or expenses incurred or suffered by the University arising from or in connection with any damage to the Room or 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
 - 14.1.2 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 guest(s) or overnight visitor(s); and
 - 14.1.3 in respect of any liability or loss arising from costs, charges and expenses incurred in connection with the breach or default of this Agreement.

15 Exclusion of University Liability

- 15.1 The Occupant agrees that the University is not liable to the Occupant for any liability or loss resulting from:
- 15.1.1 any act or omission of any other occupant or person in the Room and/or Facility; or
 - 15.1.2 any malfunction, breakdown, interruption or failure in relation to the supply of services to the Facility or Room.
- 15.2 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.

16 Acknowledgements

- 16.1 The Occupant acknowledges:
- 16.1.1 that they have received and read the letter of offer of accommodation, the Resident Handbook, and the Schedule of Fees;
 - 16.1.2 that they have had the opportunity to seek independent legal advice and have entered into this Agreement freely and voluntarily;
 - 16.1.3 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;

16.1.4 that all the fixtures, fittings and furnishings in the Room and Facility are the absolute property of the University;

16.1.5 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.

17 Multiple occupant rooms

17.1 The Occupant acknowledges that Tariffs are based on a rate per Room. The Occupant agrees that if they are sharing a Room with another occupant (and sharing a proportion of the Tariff with another occupant) they will be liable for the full (100%) Tariff if the other occupant vacates the Room.

17.2 In the case of multiple occupant rooms (eg couples), if it is not clear in the circumstances which occupant is liable for a breach of their Agreement (eg. damage to a shared room), the Occupant agrees that they will be equally liable for any loss or damage arising.

18 Entire Agreement

18.1 Without limiting clause 6.3, this Agreement constitutes the entire agreement between the Occupant and the University and supersedes all previous Agreements.

19 Binding Agreement

19.1 This Agreement shall be binding on acceptance of the offer electronically by the Occupant.