Occupancy Agreement

(Non-ANU Student)

between

The Australian National University as represented by
University Accommodation Services
(ABN: 52 234 063 906)

and

[Insert Occupant(s) name]
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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 (Offer).

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

[INSERT OTHER PARTY NAME] of [insert address] (Occupant(s))

DETAILS

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<th>This Agreement applies to Single Occupants, Twin Occupants and Couples</th>
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<td>Building/Facility:</td>
<td>The Building and/or the Facility in which the accommodation listed in the Offer is located</td>
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<td>Resident Handbook:</td>
<td>The Resident Handbook will either be provided with the Offer or, if not provided, accessible at <a href="http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks">http://www.anu.edu.au/study/accommodation/advice-procedures/handbooks</a></td>
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Key Dates

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<th>Commencement Date:</th>
<th>The date the Occupant(s) accepts the terms and conditions contained in the Offer via <a href="http://portal.rcc.anu.edu.au">http://portal.rcc.anu.edu.au</a>.</th>
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<td>Termination Date:</td>
<td>The date contained in the Offer</td>
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Fees

| 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 Offer |
AGREED TERMS

1 Terms and Explanatory Information

1.1 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. The Occupant acknowledges the COVID-19 special condition in clause 16 takes priority over any term of this Agreement to the extent of any inconsistency.

1.2 The Occupant must:

1.2.1 complete and sign a Room Inventory report of the Room at the commencement of this Agreement;
1.2.2 pay a Room Deposit subject to the conditions of clause 5;
1.2.3 pay the Occupancy Fee and other sundry fees from the Commencement Date and on every agreed instalment date two weeks in advance;

1.3 The Occupancy Fee will be paid by direct debit from the Occupant's nominated Australian bank or Credit Union account.

1.4 Charges for data services are included in the tariff.

1.5 No pets are permitted.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 The Occupant agrees not to assign, rent, sub-let or otherwise transfer possession of the Room prior to the Termination Date.
1.16 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.

1.17 The Occupant acknowledges that the Room is not suitable accommodation for children and families.

1.18 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).

2 Handbook, Rules and Policies

2.1 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:

2.1.1 the Resident Handbook as updated from time to time, as noted in the Details;

2.1.2 University Hall of Residence Policies which will either be provided with your Offer, or on arrival at the Premises;

2.1.3 to the extent applicable to the Occupant, the Rules of the Australian National University, available at: http://www.anu.edu.au/about/governance/legislation; and

2.1.4 to the extent applicable to the Occupant, the Policies of the Australian National University, available at: https://policies.anu.edu.au/ppl/index.htm.

2.2 The Occupant agrees to comply with the provisions of all handbooks, rules and policies referred to above.

3 The University’s Obligations

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

3.1.1 occupy the Room until such time as this Agreement expires or is terminated;

3.1.2 use the fixtures, fittings and furnishings in the Room;

3.1.3 access the services (if any) provided under the terms of this Occupancy Agreement by the University (the Services).

4 The Occupant’s Obligations

4.1 General

4.1.1 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) to promptly report to the University any damage to the Room and the Facility; and
(l) to comply with the terms of this Agreement.

4.2 Behaviour

4.2.1 The Occupant agrees not to cause, contribute to, or engage in unacceptable, unlawful or other behaviour in connection with the Room and the Facility.

4.2.2 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.

4.3 Consequences of Misbehaviour and/or Misconduct

4.3.1 If the Occupant's behaviour is deemed unacceptable by the University (including by an office bearer or other staff member), the University may take such action as deemed necessary including:

(a) immediate termination of this Agreement; or
(b) moving the Occupant to another accommodation facility.

5 Room Deposit

5.1 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.

5.2 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:

5.2.1 has left the room in a clean and habitable condition without having caused damages to the furniture, fittings or equipment of the Room; and
5.2.2 has not accrued any outstanding charges or arrears owed to the University in relation to the use of the Room, Facility and Services.

5.3 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.

5.4 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.

5.5 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.

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

6 University’s Right to enter, inspect and repair

6.1 Without limiting clause 4:

6.1.1 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.

6.1.2 employees of the University (including an office bearer) may enter the Room without notice in exigent circumstances and/or emergencies.

6.1.3 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 Guests and Overnight Visitors

7.1 The Occupant, with the consent of the Head of Hall (or equivalent in the applicable residence), is permitted to have guests and overnight visitors provided that the Occupant:

7.1.1 does so in accordance with the requirements of the Resident Handbook and University Hall of Residence Policies;

7.1.2 ensures that the guest completes and returns a Visitor’s Form to the Reception of the Facility;

7.1.3 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 handbook;

7.1.4 agrees that the guest does not stay in the common areas of the Facility;

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

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

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

8 Termination of Agreement by the Occupant

8.1 Subject to clause 1, the Occupant agrees to provide the Facility with four (4) weeks written notice if they wish to permanently vacate the Room before the Termination Date in which case the Occupant will be liable for the Tariff for the notice period.
9  Default by Occupant and Notice

9.1 Without limiting any other cause of this Agreement, if any one or more of the events described in clause 9.2 (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.

9.2 Each of the following constitutes Default by the Occupant:

9.2.1 the Occupant fails to pay an amount due under this Agreement by the due date and such amount(s) remains unpaid for seven days (7) whether or not formal demands for repayment have been made;

9.2.2 the Occupant breaches this Agreement or a requirement set out in the Policies described in clause 4.3;

9.2.3 the Occupant ceases to occupy the Room before the Termination Date;

9.2.4 the Occupant seeks the protection of any law relating to insolvent people, becomes bankrupt or commits an act of bankruptcy;

9.2.5 the Occupant commits any act or behaviour which justifies ‘immediate eviction’ which is specified in the Resident Handbook.

10  Consequences of Termination or Expiry

10.1 The Occupant agrees that where University terminates this Agreement in accordance with clause 9.1, the Occupant must vacate the Room by the date notified by the University, and will remain liable to pay the Tariff until such date.

10.2 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.

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

10.3.1 personal service; or

10.3.2 by mailing any notice to the Occupant’s last known place of residence; or

10.3.3 by email.

11  Privacy

11.1 Information collected

11.1.1 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.

11.1.2 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 Services.

11.1.3 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.

11.2 Use and disclosure of information

11.2.1 The University handles personal information in accordance with the Privacy Act 1988 (Cth) and the ANU Privacy Policy.
11.2.2 The Occupant acknowledges and consents to the University using and sharing the Occupant’s personal information within areas of the Australian National University and with third party entities for the purposes of managing this Agreement and providing accommodation and services to the Occupant.

11.2.3 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 Indemnity

12.1 The Occupant agrees to indemnify the University:

12.1.1 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

12.1.2 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); and

12.1.3 in respect of any liability or loss arising from costs, charges and expenses incurred in connection with the breach or default of this Agreement.

13 Exclusion of University Liability

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

13.1.1 any act or omission of any other occupant or person in the Room and/or Facility; or

13.1.2 any malfunction, breakdown, interruption or failure in relation to the supply of services to the Facility or Room.

14 Acknowledgements

14.1 The Occupant acknowledges:

14.1.1 that they have received and read the Offer, the COVID-19 Notification Requirements at ANU protocol set out in Annexure A and the Schedule of Fees;

14.1.2 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;

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

14.1.4 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.

14.2 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 may be treated as the Occupant having breached the Agreement depending on the circumstances.
15 Entire Agreement

15.1 Without limiting clause 4.3, this Agreement constitutes the entire agreement between the Occupant and the University and supersedes all previous Agreements.

16 Special Condition – COVID-19

16.1 This special condition takes priority over all terms of this Agreement to the extent of any inconsistency.

16.2 The Occupant must familiarise themselves with the COVID-19 Notification Requirements at ANU protocol set out in COVID-19 Protocol and any updates or related COVID-19 policies, procedures or protocols notified to the Occupant.

16.3 The Occupant agrees that where they:

16.3.1 are a suspected or confirmed case of COVID-19
16.3.2 have been identified as a potential contact of a case of COVID-19
16.3.3 have been identified a close contact of a close contact of COVID-19
16.3.4 have been notified of a requirement to quarantine,
as defined in the COVID-19 Protocol, the Occupant:
16.3.5 immediately will follow the notification requirement in the COVID-19 Protocol; and
16.3.6 follow all reasonable directions from representatives of the University or ACT Health or other authorities with jurisdiction to issue such directions.