UNSW Student Accommodation

2024 Licence Agreement

This Agreement is between the Uw 4si7 To 0 ve (specified 'Your') and consists of the Licence Agreement Details set out below and the attached Licence Agreement Terms (the Terms).

Licence Agreement Details			
Your Details			
Surname		First Name	
UNSW zID			
Phone Number			
Email			

Licence Agreement Terms

1. Interpretation

If a capitalised term is used in this Agreement, it has the meaning given to it in either the Agreement Details or clause 26.1 of this Agreement.

2. Enrolment Status

(a) You must be either:

(i) a Student when You sign this Agreement; or

Tc (ii) entitled to be a Student on and from the Commencement Date, enn0ody

This Agreement and Your right to occupy the Room and access the Common Property is not a lease and does not give You any estate or interest or any right as a tenant in all or part of the Building or furniture and

(i) a room type that has a lower accommodation fee than the Room, then You will pay the lower accommodation fee while You occupy that room; or

(ii) a room type of a higher standard that has a higher accommodation fee than the Room because You have requested to change rooms under clause 5.1, then You will, subject to agreement with Us, pay the higher room fee until the Termination Date.

6. Accommodation Fees

6.1 Your obligation to pay the A 7.0.1 (ubj)-2.2 (T)g3j EMC /H2 <</es

10. Use of Room and Conduct

10.1 Your obligations

(a) You acknowledge that:

(i) the UNSW Student Code of Conduct applies to any conduct in the Building and You must comply with Your obligations under that Code; and

(ii) You have access to the UNSW Student Accommodation Handbook outlining the broader philosophy and operations applicable to the ndJ 0 Tc 0 Tw 1.826 0 Td ( )Tj (.)-9.51 (e)-.1

(b) Without limiting clause 19,

any of Your personal items held in the Building.

(b) You release Us from any claims, injury, demands, loss or damage of any kind (including any personal injury or death or loss or damage to any personal items) to You and Your guests and invitees that might be suffered or incurred whilst in or in the vicinity of the Building, except to the extent the injury, loss or damage was caused by Our negligent act or omission.

13.

(a) Under no circumstances may You remove, interfere with or obstruct any smoke alarm or any other fire protection equipment within the Building.

(b) You must not do anything in the Room, Building or Common Property that might result in a fire safety risk or hazard. For example, you must not:

(i) use candles, incense or oil burners or any object that has either a naked or contained flame;

(ii) store any flammable materials in the Room, the Building or Common Property, except for common items for the Room or washing Your clothes or any other items which You have obtained Our written permission to keep; or

(iii) misuse heaters in any manner that would be a fire hazard. This includes drying clothes on or close to heater(s), or heaters being placed close to curtains and soft furnishings.

(c) In the interests of safety, heaters with an exposed element, small fan heaters and bar heaters are prohibited. Residents may only use enclosed column heaters with a maximum capacity not exceeding 1,200 watts with the prior consent of management.

(d) You are responsible and liable to pay for the cost of any false fire alarm attendances triggered by You or Your guests or Your invitees.

(e) If You fail to comply with any of the provisions of this clause 17 then We may immediately terminate this Agreement and the provisions of clause 19 will apply.

18. Insects

You agree that while We will reasonably attempt to ensure that the Room is insect free, We are not responsible for any insect infestation that may occur after the Commencement Date.

19. Early Termination

19.1 Termination by You

You may terminate this Agreement prior to the Termination Date by giving Us written notice of at least the applicable notice period specified in Annexure B and the Agreement will terminate on and from the end of that notice period.

19.2 Termination by Us

(a) We may terminate this Agreement prior to the Termination Date:

(i) immediately if You breach any of the provisions in this Agreement which provide Us with the right to immediately terminate, being clauses 10.1(a), 10.(d)(i)-(iv), 10.3 or 17;

(ii) by giving You at least one (1) weeks' -1.41l4nshice -0.002 Tc 0.001 Tw (or) Td ( )Tj EMC[(or)-6.4 (17;)]T(i

(iii) without limiting clauses 19.2(a)-(b), by notice to You effective on the date specified in the notice, if Your continued occupation poses a threat to the safety, welfare or quiet enjoyment of the other residents in the Building.

19.3 Cancellation Fee and other charges for early termination

(a) If You terminate this Agreement under clauses 2(d) or 19.1 or We terminate this Agreement under clause 19.2:

(i) You must pay the Cancellation Fee;

(ii) We will refund any Room Fees that have been paid by You in advance less:

(A) the Cancellation Fee; and

(B) any other Fee or amount due and payable by You under this Agreement which have not been paid by You as at the effective date of termination; and

(iii)

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condition and repair as the they were in (subject to fair wear and tear) at the Commencement Date; and

(iv)

Business Day	means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney.
Cancellation Fee	means the applicable cancellation charge specified in Annexure B.
Commencement Date	means the Commencement Date for the Room as specified in the Agreement Details.
Common Property	means those parts of the Building specified by Us from time to time for use by occupants of the Building in common with Us and its respective employees, invitee, licensees and any other persons authorised by Us and which are not otherwise leased or licensed to any person.
Condition Report	means the condition report for the Room and the furniture (if any) as at the Commencement Date that We will provide to You.
Emergency	means a situation which, in Our reasonable opinion action is required to be taken to protect the health, safety or welfare of people or prevent or mitigate damage to property or the environment.
GST	has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Handbook	means the handbook issued by the UNSW Student Accommodation office to You outlining the broader philosophy and operations applicable to the Room and the Building and the accommodation.
myUNSW	means the website page contained within the UNSW website providing UNSW services and resources.
NIDA	National Institute of Dramatic Art.

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UNSW Maintenance	means the UNSW Student Accommodation maintenance staff as well as the UNSW Facilities Maintenance staff who are responsible for repairs and maintenance in all UNSW buildings.
UNSW Student Accommodation Office	means the office managing the accommodation provided by UNSW.
UNSW Security	means the UNSW Security Services office responsible for providing a 24-hour security presence on the UNSW campus and maintaining security monitoring services.
UNSW Student Code of Conduct	means the document named 'Student Code of Conduct' available on the UNSW website stating the standard of conduct expected of students of UNSW with respect to their academic and personal conduct.
Us, We or Our	means UNSW.
Termination Date	means: (a) the 'Termination Date' specified in the Agreement Details; (b) an earlier date specified by Us if We terminate this Agreement in accordance with clause 19; or (c) a later date agreed in writing by Us.
You or Your	means the person identified in the Agreement Details.

26.2 Interpretation

In this Agreement, unless otherwise

ANNEXURE B – Termination Fees

Termination by You

CIRCUMSTANCE	NOTICE PERIOD	CANCELLATION FEE
Domestic & international students: Agreement signed, and Residency Period not commenced (more than 14 days' notice prior to Commencement Date).	At least 14 days' notice prior to Commencement Date. You also need to complete the Early Cancellation Request Form.	None.
Domestic & international students: Agreement signed, and Residency Period not commenced (less than 14 days' notice prior to Commencement Date).	Less than 14 days' notice prior to Commencement Date. You also need to compl (o)-12.1 (ne)-12.3 (ed t)-13.2 (o c)-8 (omp)-12.3 (l)]TJ 0.013 T	