

UNE COLLEGE ACCOMMODATION AGREEMENT

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DETAILS

UNE	Name	University of New England
	ABN:	ABN 75 792 454 315
	Address:	Armidale NSW 2351 Australia
	Contact Person:	Director, Residential Services
	Telephone:	(+612) 6773 3370
	Notices:	AskUNE
Fees	Advance Payment	\$750 for all contract agreements other than short stays with the exception of back to back contracts
	Meal Plan (weekly)	\$145 incl GST Robb College \$55 incl GST Duval College, Mary White College, and Austin & Earle Page College
	Late Fee (per event)	\$33.00 incl GST
	Sundry Charges (per event)	As required, based on usage or by determination of authorised college staff member officer.

TERMS AND CONDITIONS

1. Introduction

- 1.1 This is a lodging agreement and is not a Residential Tenancy Agreement under the [Residential Tenancies Act 2010 \(NSW\)](#). The Resident does not acquire an estate or any other interest in the Room, other than the right to use the Room, in accordance with this Agreement.
- 1.2 This Agreement is between UNE and the Resident.
- 1.3 This Agreement is made up only of the Details and these Terms and Conditions. The Resident must comply with the documents referred to in this Agreement but those documents do not form part of this Agreement.

2. Occupancy of the Room

- 2.1 Unless determined by UNE, the Room is not suitable accommodation for children and families.
- 2.2 Subject to Resident's compliance with this Agreement and Applicable Policies, the Resident may, for the Term, or until the early cancellation or termination of this Agreement:
 - a. occupy the Room;
 - b. use the fixtures, fittings and furnishings in the Room; and
 - c. access the services (if any) provided under the terms of this Agreement.

2.3 The Resident must:

- a. pay all Fees in accordance with clause 5;
- b. use the Room only as a residence;
- c. keep the Room in a clean and tidy condition;
- d. seek the prior written consent of UNE prior to removing any furniture or equipment from the Room;
- e. keep their Room and belongings secure;
- f. pay for or reimburse UNE for any damages the Resident causes or permits to occur to the Room or the College;
- g. prevent the obstruction of any public areas of the College;
- h. comply with lawful notices and reasonable directions from UNE;
- i. notify UNE of any infectious illness or pest that may require the fumigation or disinfection of the Room or College;
- j. notify UNE immediately and no later than 24 hours, in writing, of any loss, damage, or defect to the Room, or other areas of the College or any loss or damage to the keys/access cards issued to the Resident.
- k. allow UNE, its employees, agents and contractors to enter the Room for inspection, repair, cleaning or other reasonable purposes, including welfare checks;
- l. read and comply with the:
 - i. [Residential College Code of Conduct](#);
 - ii. College Handbook;
 - iii. [Student Behavioural Misconduct Rules](#).

2.4 The Resident must not:

- a. make any alterations, additions, or improvements to the Room;
- b. cause damage to the Room or the College;
- c. assign, rent, sub-let or otherwise transfer occupancy of the Room;
- d. use the Room for any illegal or harmful purpose;
- e. use the Room for commercial activities.

2.5 The Resident must complete and sign a Condition Report of the Room on the Start Date or as arranged with the College.

2.6 At the end of the Term, or the early cancellation or termination of this Agreement, the Resident must:

- a. vacate the Room by 10:00am or another time notified by UNE;
- b. return the Room to the condition in which the Room was first provided and in accordance with the Condition Report (except for fair wear and tear);
- c. remove all of their belongings, rubbish and other items;
- d. return all keys or other security devices.

3. Right of entry

3.1 UNE, its employees, agents and contractors may enter the Room:

- a. at all reasonable times on reasonable notice for the purposes of inspecting the room, making repairs and/or for purposes which UNE is bound to carry out under the requirements of any contract or statute; and
- b. without notice in exigent circumstances and/or emergencies.

3.2 UNE will use its best efforts to minimize inconveniences to the Resident associated with UNE's entry, inspection and repair of the Room.

3.3 After the expiry of the Term, UNE may, in its discretion, remove any items from the Room and either dispose or store them at the Resident's cost.

4. Moving a resident

- 4.1 UNE may move the Resident at any time, including:
- to move a Resident within the Resident's College building; or
 - if occupancy within any College falls below 50% of capacity.
- 4.2 Any UNE initiated move of a Resident will be carried out:
- with reasonable notice;
 - to an equivalent standard of room; and
 - without any increase to the Fees for the Term.
- 4.3 The Resident may apply to move to another room at the College and may only move after UNE has granted its consent which it will not unreasonably withhold. UNE may, in granting its consent, apply reasonable conditions.
- 4.4 The Resident may apply to move to another room at a different college and may only move after UNE has granted its consent which it will not unreasonably withhold. UNE may, in granting its consent:
- consider room available at the other college and the remaining period of the term of this Agreement;
 - consider waiving the Notice Period in whole or part;
 - apply reasonable conditions.
- 4.5 This Agreement will be terminated and a new agreement will be entered before the Resident moves from the College to a different college.

5. Fees and Payment

- 5.1 [UNE College Debtor Procedures](#), as amended from time to time, apply.
- 5.2 Tax invoices are available through AskUNE.
- 5.3 The Resident must pay the Advance Payment by the date advised by UNE. This provides time for a direct debit arrangement for payment of Fees.
- 5.4 The Advance Payment will be used for payment of Fees and, once exhausted, Fees will be paid by direct debit in accordance with the direct debit request authorisation and the [Direct Debit Service Agreement](#) as amended from time to time.
- 5.5 The Resident acknowledges that there is a cost involved in administering late payments if direct debit payments are declined and that the Late Fee is reasonable to reimburse UNE for such costs.

6. Academic progress

- 6.1 The Resident authorises UNE to access the Resident's enrolment details and academic progress for the purposes of determining the Resident's status as a student of UNE.
- 6.2 The Resident must notify the College in writing, within two (2) working days, of the completion, termination or suspension of the Resident's course of study or of any change in the Resident's enrolment status at UNE.
- 6.3 UNE may terminate this Agreement immediately if the Resident's course of study at UNE is terminated, suspended, completed, or the Resident no longer qualifies as a UNE student.

7. Guests

- 7.1 The Resident is permitted to have guests and overnight visitors only if:
- guest details are notified to the Head of College or their delegate prior to arrival or as soon as possible after the guest arrives;
 - a guest will stay no more than eight nights in a calendar year;
 - a guest does not stay in the common areas of the College; and
 - a guest behaves in the manner expected of the Resident.
- 7.2 The Resident has responsibility and liability for the behaviour of the Resident's guests and any damage(s), loss or injury they cause.

7.3 The behaviour of the Resident's guest may lead to the termination of this Agreement.

8. Early cancellation

8.1 The Resident may cancel this Agreement by notifying UNE through AskUNE:

- a. with immediate effect at any time prior to the Start Date;
- b. with 4 weeks' prior notice (**Notice Period**) on or after the Start Date;
- c. if they are a New Resident, within 28 days from the Start Date.

8.2 A Resident may apply to have the Notice Period waived or reduced if the Resident:

- a. makes the application within ten (10) working days of notifying UNE of the early cancellation; and
- b. demonstrates a material change in circumstances that is the reason for the early cancellation, examples of which include:
 - i. medical reasons; and
 - ii. family/personal reasons; and
- c. provides relevant supporting evidence, for example a medical certificate and/or a letter of support from a professional such as a psychologist/social worker.

8.3 The Head of College is the decision maker for an application made under clause 8.2 (**First Decision**). The Resident may appeal a First Decision by lodging a review application via AskUNE within ten (10) working days of notification of the First Decision (**Appeal**).

8.4 The Director, UNE Residential System (or their nominee) is the decision maker for an Appeal and their decision is final.

9. Termination by UNE

9.1 UNE may terminate this Agreement:

- a. by giving 2 weeks' written notice if:
 - i. the Resident is not a student of UNE; or
 - ii. the Resident breaches this agreement and that breach cannot, in the reasonable opinion of the Head of College, be remedied;
- b. immediately upon an eviction undertaken in accordance with [UNE Colleges Eviction Procedures](#);
- c. immediately, by giving written notice, if the Resident:
 - i. is excluded or expelled in accordance with the [Residential Code of Conduct](#) or the [Student Behavioural Misconduct Rules](#); or
 - ii. commits any act or behaviour that, in the reasonable opinion of the Head of College, poses a serious threat to the safety or welfare of the other UNE residential college residents or UNE staff; or
 - iii. commits any act or behaviour which, in the reasonable opinion of the Head of College, demonstrates the Resident is not fit to reside in UNE residential colleges, including matters concerning the Resident's own wellbeing; the ability of UNE to support their needs; or any persistent negative impact their behaviour may cause to the good order of the College. The Head of College may consult with Student Grievance Unit or a psychologist from the UNE Wellness Centre in making their determination.

9.2 The Head of College is the decision maker under clause 9.1cii and 9.1ciii (**First Decision**). The Resident may appeal a First Decision by lodging a review application via AskUNE within ten (10) working days of notification of the First Decision (**Appeal**).

9.3 The Director, UNE Residential System (or their nominee) is the decision maker for an Appeal and their decision is final.

10. General – Notices, Disputes, Liability and Definitions

10.1 *Notices*

Any notice required under the Agreement shall be sufficiently served on the Resident by:

- a. email to the Resident's UNE student email address or other private email address as advised by the Resident;
- b. personal service; or
- c. mailing any notice to the Resident's last known place of residence.

10.2 *Disputes*

Where a dispute arises under this Agreement, the Resident and UNE will use reasonable attempts to resolve that dispute through College and UNE Residential Services administrative processes.

10.3 *Liability*

- a. Neither UNE nor Resident is liable to the other for Consequential Loss.
- b. The Resident indemnifies UNE against:
 - i. Losses to the Room, the College or personal property belonging to another person caused or contributed to by the Resident or a guest of the Resident;
 - ii. Losses incurred from the Resident's breach of this Agreement.
- c. The Resident agrees that UNE is not liable to the Resident for any liability or loss resulting from:
 - i. Any act or omission of any other Resident or person in the Room and/or the College; or
 - ii. Any malfunction, breakdown, interruption or failure in relation to the supply of services to the College or Room.

10.4 *Definitions*

Capitalised words and phrases in the Details are defined in the Details and as follows:

- a. **Agreement** means the Details and these Terms and Conditions.
- b. **College Handbook** means the handbook made available by the College to the Resident as amended from time to time.
- c. **Condition Report** means the record of the condition of the Room, in the form approved by UNE from time to time.
- d. **Consequential Loss** means loss of profit or revenue, loss of opportunity, loss of goodwill, special or punitive damages and loss of contract.
- e. **Details** means the details section at the front of this Agreement.
- f. **Losses** means loss, liability, costs or expenses.
- g. **New Resident** means a resident that has not previously entered into an accommodation agreement with UNE.
- h. **Room** means the room allocated to the Resident from time to time for occupation under this Agreement, which will be in accordance with the Room Type set out in the Details.
- i. **Term** means the period from the Strat Date to the End Date.
- j. **UNE Trimester** means the trimester (or semester) periods set out in the Principal Dates as published on the UNE website from time to time.

Collection Notice: UNE College Accommodation

Organisation collecting & holding information:	University of New England (UNE)
Address:	University of New England, Elm Avenue, Armidale NSW 2351, Australia
Contact:	UNE Privacy Officer privacy@une.edu.au

This Collection Notice should be read with UNE's [Privacy](#) statement and [Privacy Management Rule](#).

Context

Students are accommodated at residential facilities operated by UNE (**Residents**).

What personal information is collected?

UNE collects your personal information and health information whilst you are a Resident, including:

- your name and contact details, car registration
- your health and medical history
- your admission, enrolment and academic progress
- your bank details relating to payment arrangements
- your accommodation agreement and administrative matters related to the accommodation agreement and your use of the accommodation and the services

What is the purpose of collection and use?

UNE collects and uses your personal information and health information to provide accommodation and related services to you.

How is my information used?

Your personal information and health information is used to:

- provide accommodation and related services
- respond to, and provide support in relation to, health and medical matters including emergencies
- administer:
 - requests, complaints and issues relating to the accommodation
 - billing and collection of fees and charges
 - academic support and awards
- ensure you continue to meet the requirements for being a Resident and address any conduct matters

Do I have to provide the information?

You must provide the personal information and health information to be accommodated at residential facilities operated by UNE.

If you do not agree to the collection of the personal information and health information by UNE, UNE will not be able to provide you with accommodation and related services.

How can I access or correct my information?

Please contact the UNE Privacy Officer for any queries about this Collection Notice.

Access and amendment requests, complaints and other enquiries relating to privacy and the handling of personal information should be directed to:

UNE Privacy Officer

Records Policy & Governance Unit

Email: privacy@une.edu.au