

UNE COLLEGE ACCOMMODATION AGREEMENT

CONTENTS

CONTENTS.....	1
DETAILS	1
TERMS AND CONDITIONS	2
1. Introduction	2
2. Occupancy of the Room and Conduct	2
3. Right of entry	3
4. Moving a resident	3
5. Your Personal Effects	4
6. Fees and Payment.....	4
7. Meals	4
8. Academic progress.....	4
9. Visitors and Overnight Guests	4
10. Early termination by You	5
11. Termination by UNE.....	5
12. General – Notices, Disputes, Liability, Definitions	6

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	Meal Plan (weekly)	\$195 Robb College \$ 75 Duval College, Mary White College, and Austin Page College
	Late Fee	\$33 incl GST
	Advance Payment	\$500 incl GST
	Sundry Charges	As required, based on usage or by determination of authorised college staff member officer.
	Early Termination	\$500 incl GST

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)*. You do 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. These terms and conditions apply immediately on acceptance, in any manner, of an offer of accommodation. By making an application for accommodation You acknowledge that these terms and conditions will apply.
- 1.3. This Agreement is between You and UNE.
- 1.4. This Agreement is made up only of the Details and these Terms and Conditions. You 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 and Conduct

- 2.1. Unless determined by UNE, the Room is not suitable accommodation for children and families.
- 2.2. Subject to Your compliance with this Agreement and Applicable Policies, You may, for the Term:
 - a. occupy the Room only;
 - 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. Prior to being given access to a room, You must:
 - a. complete compulsory training modules for residents as advised by UNE; or
 - b. receive an exemption from undertaking compulsory training modules for residents by emailing UNE Safe Communities – safecommunities@une.edu.au
- 2.4. You acknowledge that:
 - a. the [Residential Accommodation Handbook](#) as amended or replaced from time to time applies to any conduct in the College and You must comply with Your obligations under that code; and
 - b. the [Student Conduct Rule](#) as amended or replaced from time to time applies to any conduct in the College and You must comply with Your obligations under that code.

If it is determined that You have breached the [Residential Accommodation Handbook](#) as amended or replaced from time to time, or the [Student Conduct Rule](#) as amended or replaced from time to time, that will constitute a breach of this Agreement and the University may (amongst other things) immediately terminate this Agreement and the provisions of clause 11 will apply.

- 2.5. You must:
 - a. read and comply with any College Handbook as amended or replaced from time to time;
 - b. act at all times in a way that is acceptable to communal living;
 - c. pay all Fees in accordance with clause 6 Fees and Payment;
 - d. use the Room only as a residence;
 - e. keep the Room in a clean and tidy condition;
 - f. live only in the room allocated to you by the University. To move to another room, You will need to request and obtain the University's written consent via the online [Resident Transfer Request and Room Transfer Request form](#);
 - g. obtain written consent of UNE prior to removing any furniture or equipment from the Room;
 - h. keep the Room and belongings secure;
 - i. pay for or reimburse UNE for any damages You cause or permit to occur to the Room or the College;
 - j. prevent the obstruction of any Common Areas;
 - k. comply with lawful notices and reasonable directions from UNE including attending any workshops/training as directed by UNE;
 - l. notify UNE of any infectious illness or pest that may require the fumigation or disinfection of the Room or College;
 - m. notify UNE immediately and no later than 24 hours, in writing, of any loss, damage, or defect to the Room, or Common Areas or any loss or damage to the keys and access cards issued to You; and
 - n. allow UNE, its employees, agents and contractors to enter the Room for inspection, repair, cleaning or other reasonable purposes, including welfare checks.

- 2.6. You must not:
- a. act in an anti-social manner, which includes conduct that might reasonably be considered to cause offence to another person, or harm to yourself or another person and/or infringe upon the reasonable rights of any other person, including residents, University staff and Visitors;
 - b. occupy, or use in a residential manner or for storage, any other room or Common Areas;
 - c. make any alterations, additions, or improvements to the Room or Common Areas;
 - d. cause damage to the Room or Common Areas;
 - e. assign, rent, sub-let or otherwise transfer occupancy of the Room;
 - f. use the Room or Common Areas for any illegal or harmful purpose;
 - g. use the Room or Common Areas for commercial activities;
 - h. give keys or access cards to any other to allow access to any building;
 - i. enter or access another resident's room without being specifically invited to do so, and written consent being provided to the college.
- 2.7. You must complete and submit a Condition Report of the Room on the Start Date or as arranged with the College.
- 2.8. At the end of the Term, or the termination of this Agreement, You must:
- a. vacate the Room and Common Areas 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 Your belongings, rubbish and other items from the Room and Common Areas;
 - d. return all keys and access cards.
- 2.9. UNE will inspect the Room when You vacate it and compare it to the Condition Report at the commencement of Your occupancy, considering reasonable wear and tear. You will be required to pay to UNE the reasonable costs of:
- a. rectifying any damage to the Room or furnishings, fittings, equipment or items provided in the Room;
 - b. replacing missing or damaged furnishings, fittings, equipment or items provided in the Room;
 - c. cleaning the Room and any Common Area which has been left unclean, including removing rubbish and items left behind; and
 - d. replacing keys, or rekeying or reprogramming locks.
- 2.10. The University accepts no responsibility for any personal belongings or other items which you leave in your room, the college common areas, the college or elsewhere in the residential precinct when You vacate your room.

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 minimise inconveniences to You associated with UNE's entry, inspection and repair of the Room.

4. Moving a resident

- 4.1. UNE may move You at any time, including:
- a. to move a Resident within Your College building; or
 - b. if occupancy within any College falls below 50% of capacity.
- 4.2. Any UNE initiated move of a Resident will be carried out:
- a. with reasonable notice;
 - b. to an equivalent standard of room; and
 - c. without any increase to the Fees for the Term.
- 4.3. You 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. You 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:

- a. consider a room available at the other college and the remaining period of the term of this Agreement;
 - b. consider waiving the Notice Period in whole or part;
 - c. apply reasonable conditions.
- 4.5. This Agreement may be terminated, and a new agreement will be entered, before You move from the College to a different college.

5. Your Personal Effects

- 5.1. UNE will provide reasonable maintenance and security in respect of college premises and college property and facilities but does not accept responsibility for the supervision or security of Your personal effects.
- 5.2. UNE shall not be liable for any loss of valuables or personal belongings kept or left unattended in the College or the Residences, which shall remain at the sole risk of You. It is recommended that You obtain Your own personal contents insurance.
- 5.3. If you leave personal belongings in the College of the Residences after the end of this Agreement, the University may dispose or store these at its discretion. The University may recover from You any reasonable costs incurred in the disposal or storage of any such personal belongings.

6. Fees and Payment

- 6.1. [UNE College Debtor Procedures](#), as amended from time to time, apply.
- 6.2. Account statements are available through StarRez Student Management Platform. Tax invoices can be provided upon request through AskUNE.
- 6.3. The Advance Payment will be used for payment of Fees and once exhausted Fees will be paid by direct debit in accordance with your direct debit request authorisation and the [Direct Debit Service Agreement](#) as amended from time to time.
- 6.4. You acknowledge that there is a cost involved in administering late payments, including if direct debit payments are declined, and that the Late Fee is reasonable to reimburse UNE for such costs.
- 6.5. You acknowledge there is a cost involved in administering early terminations by a Resident and the Early Termination Fee is reasonable to reimburse UNE for such costs.

7. Meals

- 7.1. When meal provision forms part of this Agreement, the University will deliver catering services consistent with the approved [dining options](#) for Your college. Applicable meal charges will be billed according to the University's published fee schedule.
- 7.2. Residents of catered colleges undertaking mandatory academic Placements are eligible to apply for proportionate meal rebates during their Placement period within Term.

Meal rebate applications require:

- a. Submission at least 14 days prior to Placement commencement; and
 - b. Appropriate supporting documentation.
- 7.3. The Head of College is the decision maker for an application made under clause 7.2.

8. Academic progress

- 8.1. You acknowledge that UNE may access Your enrolment details and academic progress in relation to Your residence, including to:
 - a. determine Your status as a student of UNE;
 - b. academic support;
 - c. college awards;
 - d. consider and decide residential leadership opportunities.
- 8.2. You must notify the College in writing, within two (2) working days, of the completion, termination or suspension of Your course of study or of any change in Your enrolment status at UNE.
- 8.3. UNE may terminate this Agreement immediately if Your course of study at UNE is terminated, suspended, completed, or You are not a UNE student.

9. Visitors and Overnight Guests

- 9.1. You are permitted to have Visitors and/or Overnight Guests only if **prior approval** is obtained by the Head of College. The Head of College has complete discretion to approve or deny the request or impose conditions.
- 9.2. All Visitors (including Overnight Guests):

- a. must behave in the manner expected of You;
 - b. must be accompanied by You at all times;
 - c. must not be subject to a Student Conduct Rule investigation, excluded from any UNE college, or banned from any UNE campus.
- 9.3. You may have only one Overnight Guest at a time.
- 9.4. Overnight Guest numbers are limited to a maximum of 20 Overnight Guests per College each night. Overnight Guests are not permitted on nights when there is a College Event, however, short-stay rooms may be able to be booked and are subject to availability.
- 9.5. An Overnight Guest:
- a. must be 18 years of age or older;
 - b. stay no more than:
 - i. one night during the week or 2 consecutive nights on the weekend; and
 - ii. in total, eight nights in a calendar year.
 - c. must be accommodated in Your Room and not in Common Areas or vacant rooms;
 - d. must not use furniture, pillows, bedding and contents of the Common Area or other rooms; and
 - e. must not stay during Orientation Week, curfew periods, exam periods, or any other period communicated by UNE.
- 9.6. You have responsibility and liability for Your Visitors and Overnight Guests and any damage(s), loss or injury they cause. Failure by You to appropriately manage the behaviour of Your Visitor or Overnight Guest may lead to termination of this Agreement.

10. Early termination by You

- 10.1. You may terminate 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 You are a Commencing Resident, within 28 days from the Start Date.
- 10.2. You may apply to have the Notice Period waived or reduced if You make:
- a. the application within ten (10) working days of notifying UNE of the early termination; and
 - b. demonstrate a material change in circumstances that is the reason for the early termination, examples of which include:
 - i. medical reasons; and
 - ii. family/personal reasons; and
 - c. provide relevant supporting evidence, for example a medical certificate and/or a letter of support from a professional such as a psychologist/social worker.
- 10.3. The Head of College is the decision maker for an application made under clause 10.2. (**First Decision**).
- 10.4. You may appeal a First Decision by lodging a review application via AskUNE within ten (10) working days of notification of the First Decision (**Appeal**). The Director, UNE Residential System (or their nominee) is the decision maker for an Appeal and their decision is final.

11. Termination by UNE

- 11.1. UNE may terminate this Agreement:
- a. by giving 2 weeks' written notice if:
 - i. You are not a student of UNE;
 - ii. You breach this Agreement and that breach cannot, in the reasonable opinion of the Head of College, be remedied;
 - iii. You breach this Agreement and that breach is not remedied to the University's reasonable satisfaction within the time period specified in a notice from the University to You specifying the breach; or
 - iv. You fail to complete any compulsory workshops or training during their residency within specified timeframe given, and an exemption has not been approved as required by UNE, or You fail to comply with lawful notices and reasonable directions from UNE.
 - b. immediately upon an eviction undertaken in accordance with [UNE Colleges Eviction Procedures](#);

- c. immediately, by giving written notice, if:
 - i. You do not complete the compulsory Learning Consent Module (Domestic or International version), and an exemption has not been given by UNE Safe Communities, prior to the Start Date;
 - ii. You are excluded or expelled in accordance with the [Residential Accommodation Handbook](#) or the [Student Conduct Rule](#) as amended or replaced from time to time; or
 - iii. in the reasonable opinion of the Head of College, You pose:
 - a serious threat to the safety or welfare of the other residents or UNE staff; or
 - a serious threat to the good order of the College because of the impact Your persistent behaviour may have.
 - iv. in the reasonable opinion of the Head of College, You are not fit to reside in UNE residential colleges because of:
 - Your own wellbeing;
 - Your inability to live independently within the UNE residential system;
 - the inability of the UNE residential system to support Your needs; or
 - the impact of any of the above on other residents' wellbeing.

- 11.2. The Head of College may choose to consult with the Student Grievance Unit or a Psychologist from the UNE Wellness Centre in making their determination described in clause 11.1c.iii-iv.
- 11.3. The Head of College is the decision maker under clause 11.1c (**First Decision**).
- 11.4. You may appeal a First Decision by lodging a review application via AskUne within ten (10) working days of notification of the First Decision (**Appeal**).
- 11.5. The Director, UNE Residential System (or their nominee) is the decision maker for an Appeal and their decision is final.

12. General – Notices, Disputes, Liability, Definitions

12.1. **Notices**

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

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

12.2. **Disputes**

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

12.3. **Liability**

- a. Neither UNE nor You are liable to the other for Consequential Loss.
- b. You indemnify UNE against:
 - i. costs incurred for attendance by emergency services such as the local fire brigade, security and/or college monitoring services for a false alarm caused or contributed to by You;
 - ii. losses to the Room, the Common Areas or personal property belonging to another person caused or contributed to by You or Your Overnight Guest or Visitor (whether approved or not);
 - iii. losses incurred from Your breach of this Agreement.
- c. You agree that UNE is not liable to You for any liability or loss resulting from:
 - i. Your failure to keep the Room secure;
 - ii. any act of omission of any other Resident or person in the Room and/or the College; or
 - iii. any malfunction, breakdown, interruption or failure in relation to the supply of services to the College or Room.

12.4. **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 Event** means an event designated as a College Event by a Head of College, including, but not limited to, formal dinners, junior common room functions, balls, race-days and parents' weekend.

- c. **College Handbook** means the handbook or similar document made available by the College to You as amended from time to time.
 - d. **Commencing Resident** means a resident that has not previously entered into an accommodation agreement with UNE.
 - e. **Common Areas** means any area within the College that is not a room allocated to a specific resident and includes kitchen areas, bathrooms, lounge rooms, laundries, study areas, entrance hall and hallways, common rooms, dining areas, games rooms, storage rooms, computer rooms, outdoor areas and BBQ areas, balconies, patios, decks, stairs, lifts and carparks.
 - f. **Condition Report** means the record of the condition of the Room, in the form approved by UNE from time to time.
 - g. **Consequential Loss** means loss of profit or revenue, loss of opportunity, loss of goodwill, special or punitive damages and loss of contract.
 - h. **Details** means the details section at the front of this Agreement.
 - i. **Losses** means loss, liability, costs or expenses.
 - j. **Overnight Guest** means a person who is not a resident of the College and is at the College any time and for any period or reason between 11:00pm and 9:00am.
 - k. **Placement** means a clinical placement, practicum, internship and any other like form of professional, industrial or vocational experience included in a course or required for a program.
 - l. **Room** means the room allocated to You from time to time for occupation under this Agreement, which will be in accordance with the Room Type set out in the Details.
 - m. **Term** means the period from the Start Date to the earlier of the End Date or the termination of this Agreement.
 - n. **Visitor** means a person who is not a resident of the College.
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Privacy Office
Legal Services
University of New England
Armidale NSW 2351
Australia

Phone 61 2 6773 3145
privacy@une.edu.au www.une.edu.au

University of New England CRICOS Provider Number 00003G

Collection Notice: UNE College Accommodation

The University of New England (UNE) or its agents are collecting your personal information for the purpose of arranging and managing accommodation, safety and wellness of residents in the UNE residential college system.

The personal information collected may include:

- Your name and contact details.
- Car registration details.
- Health information, including health and medical history.
- Admission, enrolment, and academic progress details.
- Bank details relating to payment arrangements.
- Accommodation agreement and administrative matters related to the accommodation agreement and your use of the accommodation and the services.
- Information collected via Microsoft Forms.

Your personal information may be used by UNE in the future for:

- The University's functions and activities related to your accommodation.
- Providing you with information about other UNE services.

Your details may be provided to third-party agents to facilitate your accommodation arrangements and to allow the organisation to provide related services. In some instances, this may involve electronic transmission of your information, including via their database or email. Once the information is transferred to the third-party organisation, it will become subject to that organisation's privacy policies.

Your personal information will not be disclosed to any other third party without your consent, unless required or permitted to do so by law. Access to your information is limited to authorised UNE personnel only. Information collected through Microsoft Forms will be stored in a database with access limited to only authorised staff, under strict access control protocols.

Important Information:

The management and storage of your information is in accordance with the UNE Privacy Management Plan, the Privacy and Personal Information Protection Act 1998, and the Health Records and Information Privacy Act 2004. UNE takes reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or disclosure.

You can request access to the personal information collected about you or request corrections by contacting the UNE Director Residential via directorres@une.edu.au. If you have concerns or would like further information regarding the management of your personal information, please contact the UNE Privacy Officer via privacy@une.edu.au.

Failure to provide the requested details may mean that accommodation and related services cannot be provided.