

This licence agreement set out the terms and conditions which will govern your stay at the [*Halls of Residence / Orde House / The Terraces / The Units and The Villas & Houses*]. Please read the agreement carefully and seek clarification or advice if you are unclear about any of its provisions. You will need to provide a **signed copy of this agreement** to the Residential Services' office before you begin your residency.

Name of Resident: _____ Date of Occupancy: _____
Commencing / 02 / 2009
Residence (Area & Room): _____ Or / / 2009
Rent (weekly): \$ _____ (GST inclusive, if relevant) Ending 28 / 11 / 2009
First Rent payment is due by the commencement date or collection of the Method for paying Rent: *As agreed on your Acceptance of Offer.*
keys or otherwise stated _____

IMPORTANT DEFINITIONS USED IN THIS DOCUMENT:

"BRS" means Bendigo Residential Services & staff

"Premises" means the residence you will be occupying, as identified above.

"Resident" means you, the resident identified above.

"University" means La Trobe University (ABN 64 804 735 113).

1. LENGTH OF YOUR STAY

You can live at the Premises from the commencing date set out above until the ending date also set out above (this referred to as "the Term" below). If you stay after the end of the Term without the approval of BRS, you will be evicted from the Premises.

2. RENT

The appropriate weekly Rent for living at the Premises is set out above. Your first Rent payment must be made on the date specified above. You must have pre-paid the first four weeks of the Term on signing the agreement.

You must pay the Rent by the method set out in your Letter of Offer unless BRS agrees to accept a different method of payment. (Ordinarily, Rent will be collected fortnightly in advance, and will be payable via direct debit, unless paid in advance for the year or semester at a discounted rate). A full week's Rent will be payable for any part-week you are in residence.

The Rent might be increased:

- (a) on the first of July in each year (to reflect increases in the consumer price index);
- (b) at any time if you stay after the Term has ended and if BRS gives you four weeks' written notice.

You should pay your Rent on time. If you don't, BRS might charge you an \$10 late payment administration fee. If your Rent is outstanding for four weeks or more, BRS might evict you from the Premises and may also initiate debt collection action.

3. UTILITY AND SERVICE COSTS

Unless you live at The Villas or Houses, your Rent will include all utility costs (electricity, gas, oil and water). You will however be responsible for paying telephone usage costs.

If you live at The Villas / Houses you will be responsible for paying for usage of electricity, gas and telephone at the Premises.

Your rent (except at Houses) also includes all costs of reasonable Internet usage as per *Internet Usage Policy*.

4. LOOKING AFTER THE PREMISES

You must take care not to damage the Premises, the common areas and surrounds, University buildings and anything that is in those areas. You will be responsible for paying for any damage caused by you or your visitors.

The University will repair or replace broken doors, locks, windows, toilets, bathroom facilities, plumbing blockages and electrical faults at the Premises, including blown lighting tubes and globes. However if you live at The Houses you are responsible for replacing lighting tubes and globes yourself.

It is your responsibility to immediately notify BRS of any fault, damage or breakage that requires attention.

The University will keep the Premises in good structural condition. If the Premises are totally destroyed, or are damaged enough to make them unfit for occupation, the University is not required to rebuild or repair them. If that happens, this agreement will end.

The University is allowed, at any time, to carry out construction work, landscaping work or maintenance on the building where the Premises are, or in nearby areas. If the University needs access to the Premises for tradesmen, you must let them in. BRS staff or security guards may also require access for the purpose of determining suspected serious policy breaches. BRS is allowed to inspect the Premises every three months. BRS will give you 24 hours written notice before it comes to do an inspection.

5. LIVING AT THE PREMISES

You must not allow any guests to stay overnight in the Premises without getting BRS's permission.

You must not use the Premises for any purpose other than 'residence' without getting the University's written permission. You must not do anything illegal on the Premises or allow anyone else (including your visitors) to do anything illegal on the Premises.

You may not make structural changes to your residence / room or affix signs, paint or other fixtures in your room or common areas without authorisation.

You must not have or use any of the following things on the Premises: heaters (including fan heaters) that have an exposed flame or radiator bars, any form of firearm or weapon (even if registered), ammunition or explosives, solvents and flammable items, gas propellants, lit candles or incense.

You must not disturb the peace, comfort or privacy of your neighbours.

University buildings are designated "non-smoking", so you must not smoke at the Premises or in any University building and you must not allow your visitors to smoke either. Smoking will be permitted only in designated areas.

6. CODE OF CONDUCT AND OTHER RULES

BRS has a *Code of Conduct*, which lists the type of behaviour that is expected during your stay at the Premises. A copy of the Code is enclosed. BRS also enforces an *Internet Usage Policy* and an *Alcohol Policy*. These codes and policies are found on the BRS Website. The University and BRS might make changes to these policies. They might also make other policies or rules about safety issues, residents' and visitors' behaviour, car parking and other related issues at the Premises. These policies, rules and any respective changes are posted on BRS's website: www.latrobe.edu.au/bendigo/residentialservices/index.html

Other important information about living on residence is contained in the '*Ressies' Guide*'. You need to read this carefully.

It is your responsibility to read and follow the policies and rules. If you disobey them you might be in breach of this Agreement and the University or BRS could impose a penalty on you, like a fine, suspension or even eviction from the Premises. Clearly note that the Internet service provided in the residences is intended for educational purposes and the *Internet Usage Policy* must be adhered to at all times.

The University and BRS might also ask you to do something or tell you to do something connected with your stay at the Premises even if it is not part of the written rules. If it is reasonable, you will be required to do it.

You must also be aware of and obey the University's statutes and regulations (available on the University's website at www.latrobe.edu.au/legalservices/).

7. FIRE SAFETY AND EQUIPMENT

BRS will hold emergency evacuation drills and you must follow BRS's instructions when undertaking a drill or a real emergency evacuation.

You must not tamper with any fire safety equipment on the Premises or elsewhere at the University. You must not let your visitors do so either. You will have to reimburse the University and BRS if they incur costs because you or your visitors purposefully, carelessly or accidentally activate the fire detectors or misuse fire equipment.

8. ENDING THIS AGREEMENT

You will need to leave the Premises by the ending date, set out at the top of this agreement. If you want to stay longer you will have to give BRS a letter of request at least four weeks before the ending date.

If you want to leave before the ending date, you have to give BRS two weeks' written notice before the date you want to leave. You will be responsible for paying the balance of rent through to the 'ending date' unless one of these things applies:

- (a) you leave within the first week of moving into the Premises,
- (b) you leave mid-year and have given written notice of that departure at move-in date,
- (c) you have been approved for an inter-residence transfer to another University residence,
- (d) your studies at the University have been suspended or terminated (except transfers),
- (e) you have found someone to replace you straight away and the University agrees to accept the new person. You will need to pay BRS \$55 to cover inspecting the Premises and administration costs. The new person will have to sign a new agreement and your responsibilities will continue until then, or
- (f) you have 'approved' special or exceptional considerations.

In these cases of leaving residence early, BRS may charge Rent at the 'casual' rate (plus any GST) for the term of occupancy. If you have told the University that you want to leave, the University can inspect the Premises. You must allow the University to show the Premises to prospective residents. You will need to give the University or BRS a forwarding address when you leave the Premises.

If your residency is terminated for disciplinary reasons, you will be liable to pay all due Rent to the ending date.

You will be ineligible to live at the Premises if you cease to be a staff member or student of the University. The University can also ask you to leave the Premises at any time by giving you four weeks' written notice. The notice will be sent to the Premises.

9. INJURY OR DAMAGE TO OTHER PEOPLE

If you or your visitors damage anyone's property or cause injury or death to anyone you will be responsible for the cost and consequences. If the University or BRS pays any of the costs you will have to reimburse them.

10. GENERAL ISSUES

This agreement is not a lease and it is not covered by the *Residential Tenancies Act 1997*.

You agree that the University:

- i) can supply BRS with your subject results for the purpose of supporting your studies, monitoring and evaluating the residential academic program, and determining occupancy eligibility
- ii) give BRS copies of photographs of you from the University's smartcard database or supply digital photos to BRS for identification purposes, if required
- iii) supply BRS with your car registration number if you have obtained a university car park on residence

SIGNATURE:

I confirm that I have read and understood the terms and conditions set out above and the attached policy documents.

.....
Resident signature

/ /
Date

Please complete & sign the form and return to BRS
