



University of
**Southern
Queensland**



Accommodation Agreement

University of Southern Queensland

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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Agreement, unless the context or subject matter otherwise indicates or requires:

Accommodation Deposit means an amount equivalent to four weeks' Fees.

Assistance Dog has the meaning given to that term in the *Guide, Hearing and Assistance Dogs Act 2009* (Qld).

Casual Daily Rate means the rate specified in Item 8.

Student General Conduct Policy means the University's 'Student General Conduct Policy' accessible via the Website.

College means the College referred to in Item 2 together with the buildings (residential or otherwise) and all other improvements and amenities located on that College.

Collegiate Team means each employee of the University who is a member of the Student Accommodation team.

Commencement Date means the date specified in Item 4.

Council means the governing body of the University formed under the *University of Southern Queensland Act 1998* (Qld).

Dining Hall means, as relevant, a building designated as a dining hall on the College or the Refectory located on the University campus.

Exceptional Circumstances means circumstances beyond the Resident's reasonable control that have a significant and demonstrable impact on the Resident's ability to comply with the terms of this Accommodation Agreement.

Expiry Date means the date specified in Item 5, or such other date as may be determined in accordance with this Agreement.

Fee means the amount specified in Item 6 and payable in accordance with clause 4.

Fee Reduction Rate means the rate specified in Item 7.

Fee Schedule means the schedule of fortnightly payment dates published to the Res Portal.

Final Assessment Period means a 'final assessment period' identified in the University's academic calendar.

Force Majeure Event means:

- (a) an act of God, fire, explosion, flood, inclement weather, natural disaster or pandemic,
- (b) the outbreak of hostilities (whether or not accompanied by any formal declaration of war), riot, civil disturbance or acts of terrorism;
- (c) the act or order of any government or competent authority (including the cancellation or revocation of any approval, authority or permit);
- (d) the declaration of a state of emergency or the invocation of martial law having an effect on commerce generally;
- (e) industrial action (including strikes and lock-outs);
- (f) equipment breakdown; or
- (g) any other cause, impediment, circumstance or event beyond the reasonable control of the University (including where a space is unfit for occupation or use by the College community).



Handbook means the University's Student Accommodation Handbook.

Health, Wellbeing and Safety Concern means any concern relating to a Resident's physical or mental wellbeing, behaviour, conduct, circumstances, support needs or capacity to self-manage that may in the opinion of a member of the Collegiate Team adversely affect:

- (a) the Resident's ability to reside safely, respectfully and independently within the College community; or
- (b) the safety, health, wellbeing, rights, reasonable comfort or educational experience of other Residents, staff, visitors or members of the University community.

Head means the person identified by the University who holds the role of 'Head of Student Accommodation'.

Induction Materials means, at a relevant time, the materials identified as induction materials by the University and made available to Residents on the Website.

Item means an item of the Schedule.

Manager means the Manager (Residential Life) of Student Accommodation.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld) from time to time, and includes any information or opinion in any form, whether recorded or not, about an identified individual or an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Privacy Policy means the University's 'Privacy Policy' accessible via the Website.

Res Portal means the University's portal for matters relating to student accommodation, available through the Website.

Resident means the person named in Item 1.

Residential Assistant is a student member of the Collegiate team who resides within the College.

Residential Life Coordinator means the person/s appointed to support the Manager in handling matters relating to student support and wellbeing.

Room means the room allocated to a Resident by the University on or around the Commencement Date (being a room of the type specified in Item 3).

Schedule means the schedule entitled 'Schedule to Accommodation Agreement' provided to the Resident by email (or other form of correspondence) from the University which, together with this document, forms part of the Agreement.

Senior Residential Assistant is a senior student member of the Collegiate team who resides within the College.

Suitability Review means a process undertaken by the University to consider whether a Resident is able to reside safely, respectfully and independently within the Colleges, including whether the Resident's support needs can be reasonably supported within a shared accommodation environment.

Student Leader means Resident who holds one of the following positions in connection with the Colleges: Senior/Residential Assistant, RES PALS Assistant, Resident Students' Club Executive members.

Study Period means the period during which a course or study unit is offered by the University.

Summer Period Study Break means the period between the conclusion of Trimester Three and the commencement of the following year's Trimester One Orientation Week.

Term means the term of this Agreement, commencing on the Commencement Date and expiring on the Expiry Date.

University means the University of Southern Queensland, and includes its officers, employees agents and contractors.

Visitor means any invited guest of a Resident who does not normally reside at the College.

Website means the University's website (as at the date of this Agreement, accessible at <https://www.unisq.edu.au>).

1.2 Interpretation

In this Agreement, except where the context requires otherwise:

- (a) the singular includes the plural and vice versa and reference to any gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have the corresponding meaning;
- (c) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to this Agreement, and a reference to this Agreement includes any schedule, attachment or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AUD, A\$, \$A, dollar, or \$ is the Australian currency and all amounts payable under this Agreement are payable in Australian currency;
- (f) a reference to a party includes its agents, employees, invitees, officers, permitted successors, transferees and assigns;
- (g) a reference to an officer or employee of the University (including a member of the Collegiate Team) includes that person's delegates (and a person who is acting in such a role) and permitted successors in that position or a similar position;
- (h) a reference to time is to time in Queensland, Australia;
- (i) 'writing' includes an email or facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (j) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency, or other entity;
- (k) a reference to legislation, regulation, statute, ordinance, code or other law, or a policy or procedure of the University, includes regulations and any other instrument under it and consolidations, amendments, re-enactments or replacements;
- (l) headings are for convenience only and do not affect interpretation;
- (m) any word of limitation such as 'including', and any other similar expression, is to be read with the words 'but not limited to' immediately after;
- (n) 'GST', 'input tax credit', 'recipient', 'supply', 'tax invoice' and 'taxable supply' has the meaning given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (o) if a day on, or by which, an obligation must be performed, or an event must occur, is not a business day, the obligation must be performed, or the event must occur on the next business day; and
- (p) no rule of interpretation may be applied to the disadvantage of a party if that party was responsible for drafting this Agreement or clause; and
- (q) and references in University policy and procedure to the 'Conditions' will, unless the context otherwise requires, be taken to be a reference to this Agreement.

2. Term of Agreement

2.1 Term

The University grants to the Resident the right to occupy the Room as a residence for the Term, subject to the terms and conditions in this Agreement.

2.2 Extension of Term

- (a) If the Resident wishes to extend the Term beyond the then-current Expiry Date such that the Term would (if extended) include some or all of the next Summer Period Study Break, the Resident must submit a request via the Res Portal no later than four (4) weeks prior to the Expiry Date.
- (b) The University may consider a request under paragraph (a) made after the date that is (4) weeks prior to the Expiry Date, provided that the Resident must also pay an Administration Fee in the amount specified in Item 9.
- (c) Whether or not an Administration Fee is payable, the University may approve or refuse a request under paragraph (a) at its sole discretion.
- (d) If the University approves the request, this Agreement will be varied so that the Expiry Date is the date approved by the University in writing (being a date no later than the last day of the next Summer Period Study Break). All other terms and conditions of this Agreement will continue to apply.

3. Handbook, guidelines, policies and procedures

3.1 Compliance

- (a) In addition to complying with the terms of this Agreement, the Resident acknowledges and agrees that the Resident must also comply with:
 - (i) the Handbook; and
 - (ii) all other policies, procedures and guidelines implemented by the University throughout the Term.
- (b) A failure to comply with the Handbook or any policy or procedure or guideline of the University is a breach of this Agreement (whether or not any relevant conduct or behaviour occurs on a College or University property).
- (c) Without limiting the University's rights under this Agreement, the Resident acknowledges and agrees that members of the Collegiate Team may refer instances of actual or suspected non-compliance to the appropriate university area for management under the relevant policy, procedure, guideline, and/or this Agreement.
- (d) If there is any inconsistency between a document or instrument referred to in paragraph (a), then to the extent of that inconsistency, the following order of precedence applies to resolve that inconsistency:
 - (i) This Agreement;
 - (ii) The Handbook;
 - (iii) all other policies, procedures and guidelines implemented by the University.

3.2 Revisions to the Handbook and UniSQ policies and procedures during the Term

The Resident acknowledges and agrees that:

- (a) the University may from time to time change its Handbook, policies, guidelines and procedures; and
- (b) the Resident will be bound by any changes at the time the Resident receives written notice from the University of the updated Handbook, guidelines, policies or procedures, to the extent that they are not inconsistent with the terms of this Agreement.

4. Fees and charges

4.1 Accommodation fees payable

- (a) The Resident must pay to the University:
 - (i) the Accommodation Deposit, on the date of this Agreement;
 - (ii) the Fees, in the amounts specified in Item 6, and at the times outlined in the Fees Schedule (published annually via the Res Portal),
without any abatement, reduction, set-off or recoupment.
- (b) If the Resident fails to pay the required Accommodation Deposit as required, the Resident will be deemed to have terminated this Agreement on the date the Accommodation Deposit was due.

4.2 Payment of other amounts

Except as provided for in clause 4.1, amounts payable by the Resident to the University under or in connection with this Agreement are payable by the Resident not later than 14 days after the University issues the Resident with an invoice for those amounts.

4.3 Failure to pay when required

- (a) If a Resident does not pay an amount payable under clause 4.1(a)(ii) or 4.2 by its due date (including as that date may be extended under this Agreement):
 - (i) the University will issue the Resident an overdue payment notice; and
 - (ii) the Resident must pay in addition an administration fee (determined in accordance with the University's current policies and procedures).
- (b) If an amount payable by the Resident remains unpaid for more than 14 days after the date on which the University issues an overdue payment notice under paragraph (a), then, without limiting clauses 18 or 20, the University may do one or more of the following:
 - (i) terminate this Agreement;
 - (ii) suspend the Resident from all Colleges owned or operated by the University;
 - (iii) refer the Resident to the University's Finance department, which may result in a formal debt collection process;
 - (iv) withhold academic results or transcripts;
 - (v) prevent the Resident from graduating; or
 - (vi) prevent the Resident from enrolling in future Study Periods.

4.4 Request for extension to pay

- (a) If Exceptional Circumstances apply, a Resident may apply to the Head for an extension of time in which to pay any amount payable by the Resident under this Agreement.
- (b) A request under paragraph (a) must:
 - (i) be made on or before the due date for that payment, by completing the Fee Extension Form and submitting it via the Res Portal; and
 - (ii) include supporting documentation demonstrating the Exceptional Circumstances.

4.5 Absence from College and fee reduction

- (a) If a Resident is required to be absent from College due to:
 - (i) illness or injury (with a duration not less than seven consecutive nights);
 - (ii) Participate (for not less than seven consecutive nights) in an activity required as part of the Resident's studies with the University (for example, placements);

- (iii) other Exceptional Circumstances,
the Resident may apply to the Head requesting a reduction in Fees and other amounts that would otherwise be payable during that period of absence.
- (b) A request under paragraph (a) must:
 - (i) be made not later than 10 days prior to the first day absent from College, by submitting it via the Res Portal; and
 - (ii) be supported by written confirmation from the University (if relevant), a medical practitioner or other independent documentation as appropriate to substantiate the reason for the absence and its duration.

4.6 Approval of extension or reduction

Requests under clause 4.4 or 4.5 may be approved at the sole discretion of the Head (and if approved, will be confirmed by or on behalf of the Head in writing). In the case of a request made by a Resident under clause 4.5, no reduction in Fees can exceed the amount in Item 7.

5. Rooms

5.1 Condition of Room

- (a) On or before the Commencement Date, a condition report may be made available to the Resident by the College specifying the state of repair and general condition of the Room as at the Commencement Date (Condition Report).
- (b) The Resident must within seven days of the Commencement Date, assess, and complete the Condition Report via the Res Portal.
- (c) If the Resident is not provided with a Condition Report by the College, the Resident must within seven days of the Commencement Date, notify the College of:
 - (i) any damaged or missing items in the Room; and
 - (ii) any concerns with the cleanliness or general condition of the Room,
 via the 'Resident Room Condition Form' via the Res Portal.
- (d) If the Resident:
 - (i) is provided with a Condition Report but does not complete and return it as required by clause 5.1(b); or
 - (ii) is not provided with a Condition Report, and fails to provide notification pursuant to clause 5.1(c),
 it will be deemed that the Resident is satisfied with the condition of the Room and has agreed that the Room was in a good and undamaged condition at the Commencement Date.
- (e) Any damage to the Room identified after any period identified under clause 5.1(b) or 5.1(c) will be deemed to have been caused by the Resident and the charges associated with repairs will be payable by the Resident in accordance with clause 15(a).

5.2 Cleaning and condition of Room

The Resident must:

- (a) maintain the Room in a clean and good condition;
- (b) not remove any fittings, furnishings or other property of the University from the Room or any other part of the College without the prior written approval of the University;
- (c) keep all common areas of the College (including outside grounds and walkways) clean and tidy and clear of personal belongings;

- (d) provide access to the Resident's Room at the times notified by the University to enable any connected bathroom to be cleaned by the University's cleaning services; and
- (e) if the Resident has not kept the Room in a clean and tidy condition and additional cleaning services are required, the Resident must pay a cleaning fee and administration fee for arranging the cleaning of the Room, in accordance with the University's fees and charges.

5.3 University's right to access Room

- (a) The University may conduct inspections of the Room on providing reasonable prior notice to the Resident (not less than 24 hours' notice), including to:
 - (i) conduct hazard inspections;
 - (ii) comply with the University's workplace health and safety requirements, and any other requirements prescribed by law; or
 - (iii) monitor the Resident's compliance with this Agreement.
- (b) If the University requires access to the Room for other purposes it will, where possible, provide reasonable prior notice to the Resident, provided that no notice will be required:
 - (i) in the case of an emergency;
 - (ii) in order to carry out urgent maintenance works; or
 - (iii) in order to carry out works requested by the Resident.

6. Insurance

- (a) The Resident acknowledges and agrees that it remains responsible at all times for, and for insuring against loss of or damage to, the Resident's personal belongings and property.
- (b) The University accepts no responsibility for any loss or damage to the Resident's personal belongings and property.

7. Social behaviour

7.1 Noise generation

- (a) The Resident must:
 - (i) ensure that noise from inside the Resident's Room cannot be heard from outside the Resident's Room after 10:30pm or before 7:00am (or such other times as may be specified in the Handbook); and
 - (ii) comply with the requirements of the Handbook regarding noise, including that during the week leading up to, and including, Final Assessment Periods, noise from inside the Resident's Room must not be audible outside the Resident's Room at any time of the day or night.
- (b) The Head may impose appropriate noise restrictions to accommodate College events and other functions by providing the Resident with at least 24 hours' notice of the noise restriction commencing.

7.2 Smoking

The Resident must not smoke, nor permit any of the Resident's Visitors to smoke, anywhere within University's campus (including the College or the Room).

In this clause, references to 'smoke', 'smoking' or other parts of speech take the meaning given to them in relevant University policy and procedure.

7.3 Discrimination and harassment

Without limiting clause 3.1:

- (a) the Resident must comply at all times with all University policies and procedures relating to discrimination, bullying, harassment and gender-based violence; and
- (b) the Resident acknowledges and agrees that abusive behaviour, including physical, psychological, sexual and racial harassment or bullying of any kind will not be tolerated and such behaviour, or any other act of misconduct, may result in disciplinary action in accordance with clause 20 of this Agreement and the Student General Conduct Policy, including immediate termination of this Agreement.

7.4 Behaviour

The Resident must:

- (a) conduct themselves in a respectful, courteous and considerate manner towards fellow residents, guests, staff and members of the University community;
- (b) treat accommodation facilities, furnishings, equipment and communal spaces with care and respect;
- (c) use communal facilities and shared spaces in a manner that allows reasonable access, enjoyment and use by others, and not unreasonably occupy, monopolise or restrict access to those spaces;
- (d) behave in a manner that promotes the safety and wellbeing of themselves and others;
- (e) not engage in conduct that creates, or is likely to create, an unsafe, hazardous or unhealthy living environment within Student Accommodation;
- (f) only visit or access other accommodation buildings or blocks with the permission of a resident of that building or block and while accompanied by that resident, and respect the reasonable enjoyment of accommodation facilities by others by using shared spaces in a responsible and considerate manner; and
- (g) not enter another resident's room unless invited and must leave when requested to do so.

7.5 Review of Induction Materials and compliance with directions

The Resident acknowledges that they are required to:

- (a) review and complete Induction Materials at least annually as part of their admission or readmission to College;
- (b) comply with all reasonable directions given by Student Leaders and the Collegiate Team to promote the good order and management of the Colleges;
- (c) regularly check university email;
- (d) participate, where reasonably required, in meetings, respond to email requests and other actions to assist the Collegiate Team in upholding appropriate levels of discipline within the Colleges; and
- (e) respond appropriately to counsel or guidance.

8. Resident events

- (a) If the Resident wishes to organise or hold a private event at the College the Resident must submit a Resident Event Request form via the Res Portal, and if required by the University, complete a risk assessment with the level of detail that is acceptable to the University.
- (b) Permission for an event may be declined if the nature of the event is determined by the University to present unacceptable risks, or if the event is proposed to occur at a time that may impact on the amenity or wellbeing of other College residents (e.g. during Final Assessment Periods). All events are to be glass free.
- (c) Any Resident authorised by the College to hold an event will be held responsible for proper conduct of the occasion, including noise control, behaviour of participants and post event clean up and

payment of a cleaning fee which will be charged to the Resident if additional cleaning services are required.

- (d) If the University (or a member of the Collegiate Team) believes that an approved event is causing a threat to the health or safety of, or unreasonable disruption to, any person on the College or the Campus, the University (or relevant member of the Collegiate Team) may immediately require that the event is shut down and take all action as necessary to do so.

9. Drugs and alcohol

9.1 Possession of unlawful substances

- (a) Whilst on College property, the Resident must not use, keep or have in their possession or control any substance or article, the possession of which is forbidden by law.
- (b) Any breach of this clause may result in the matter being reported to appropriate authorities and may result in the immediate termination of this Agreement.

9.2 Alcohol

- (a) General approach
 - (i) The consumption of alcohol at social occasions on the College may be permitted subject to the approval of the Head.
 - (ii) The undue reliance on alcohol for recreational purposes by individuals or groups will not be permitted. This includes the consumption of alcohol at social events arranged by the Colleges' community.
- (b) Observance of the law
 - (i) If the Resident is under the legal age prescribed by the State of Queensland, they will not be served alcohol nor permitted to consume alcohol in the College or at a College event either on or off campus. Underage Residents and/or Residents caught supplying alcohol to a minor will be disciplined in accordance with clause 20.
 - (ii) Any storage, sale or consumption of alcohol on the College must be compliant with the requirements of the liquor licensing legislation of the State of Queensland.
- (c) Where alcohol may be consumed
 - (i) If the Resident is lawfully permitted to consume alcohol, the Resident may consume modest amounts of alcohol, in the Room, or in small social groups in a common area on the College.
- (d) Responsibility of the individual
 - (i) The Resident must be responsible in their consumption of alcohol in the Colleges. Competitive drinking practices and drinking games of any kind are not permitted.
 - (ii) The consumption of alcohol will not be accepted as a reasonable explanation or absolve accountability for unacceptable behaviour or damage to property. The Resident will be required to pay for damages or cleaning resulting from alcohol consumption in accordance with clause 15.
- (e) Responsibility of the Head and the Collegiate Team
 - (i) Without limiting the other rights and responsibilities of the Collegiate Team, members of the Collegiate Team are authorised to take all reasonable action to manage any situation within the accommodation community involving the consumption and use of alcohol. If the Resident does not respond appropriately to requests made by the Collegiate Team, University Security may be contacted to assist with the situation.
 - (ii) Where a Resident continues in the excessive use of alcohol or unacceptable behaviour arising from the consumption of alcohol, the Head or any person nominated by the Head may counsel the Resident or refer the Resident to the appropriate services.

- (iii) Where a Resident fails to respond in accordance with clause 9.2(e)(ii), the Head may take such steps as the Head determines appropriate in the circumstances, which may include terminating this Agreement or requiring the Resident to leave the Colleges in accordance with clause 20.

10. Internet usage

During the Term, the Resident:

- (a) is provided access to the University's network and internet services from their Room and other designated locations, subject to the University's policies, security requirements, operational needs and any applicable restrictions;
- (b) agrees to comply with the University's information technology policies, procedures and standards, including the 'Acceptable Use of ICT Resources Policy' (accessible via the Website) and maintain appropriate security measures on any device connected to the University network, including keeping operating systems and antivirus software up to date where applicable; and
- (c) acknowledges that:
 - (i) access to the internet and network services may be monitored, filtered, restricted, suspended or withdrawn by the University where reasonably required to protect network security, performance, compliance and legal obligations;
 - (ii) breaches of the University's information technology policies may result in suspension or removal of access to the University's network and internet services and may lead to further disciplinary action under clause 20;
 - (iii) the Resident must not connect devices that extend, redistribute or otherwise interfere with the University's network, including wireless access points, routers, switches, network extenders or similar devices, unless approved by the University;
 - (iv) where an unauthorised device is detected, the University may disable or restrict the associated network connection and notify relevant University staff and members of the Collegiate Team; and
 - (v) the Resident is responsible for ensuring that their use of the University's network and internet services complies with all applicable Commonwealth, State and Territory laws, including those relating to cybercrime, privacy, copyright, telecommunications and online conduct.

11. Visitors

11.1 Responsibility of the Resident

The Resident must ensure that Visitors:

- (a) remain in the company of the Resident; and
- (b) behave in a manner consistent with the requirements of this Agreement.

The Resident must not permit a Visitor to attend any College event.

11.2 Unacceptable behaviour

The Resident acknowledges and agrees that:

- (a) if a Visitor is, in the opinion of a member of the Collegiate Team, not behaving in a manner consistent with this Agreement, the Collegiate Team member may direct a Visitor to leave the College, and take all necessary and reasonable actions to ensure the Visitor leaves the College precincts, including contacting University Security or the police.
- (b) The Resident will be liable for any damage caused by any Visitor.

11.3 Visitors staying in colleges

- (a) A member of the Collegiate Team may permit a Visitor to stay overnight in a Resident's room following submission of a 'Stay of Guest Application' application through the Res Portal.
- (b) The Resident will be responsible for payment of any applicable fees, including linen or other services requested.
- (c) Despite paragraph (a), no Visitor will be permitted to stay at the College for more than two consecutive nights in a week, or more than 16 nights in any Trimester.
- (d) Visitors are not to stay overnight at the Colleges during examination periods or during Orientation weeks without the agreement of the Manager, or their delegate.
- (e) Visitors are not permitted to use a resident's room, or any other residents' room, if the Resident is absent from College for any reason.

12. Cohabitation

The Resident acknowledges and agrees that (other than in relation to Visitors approved under clause 11.3) cohabitation on College premises is not allowed and only the Resident is permitted to reside in the Room.

13. Prohibited Items

- (a) The Resident must not bring any of the following items onto the College:
 - (i) firearms or other weapons, including items capable of launching a projectile (e.g. potato cannon, archery sets, sling shot etc);
 - (ii) imitation firearms or weapons, including any article that resembles, replicates, imitates or could reasonably be mistaken for a firearm or weapon, regardless of colour, markings, functionality or legality, including gel blasters, airsoft devices, BB guns, replica firearms, toy firearms, antique firearms, deactivated firearms, blank-fire firearms, imitation explosives, imitation knives, imitation swords and any other look-alike weapon,
 - (iii) fireworks, flammable liquids or gases; and
 - (iv) pets or other animals, except for accredited Assistance Dogs permitted in accordance with clause 13(b).
- (b) If a Resident requires the use of an Assistance Dog at the College, the Resident must submit an application in accordance with the 'Guidelines for Assistance Dogs UniSQ Student Accommodation' (refer to the Handbook) (the **Guidelines**). If that application is approved, the Resident must comply with the Guidelines, this Agreement and any additional conditions reasonably imposed by the College in connection with the keeping an Assistance Dog at the College.

14. Fire-fighting equipment

- (a) The Resident must not interfere with fire-fighting equipment at the College, including by setting off fire alarms for no legitimate reason.
- (b) If the Resident is responsible for creating an unwanted alarm, the Resident will be responsible for the full costs incurred by the University in connection with any call out fee or similar (including those charged by any governmental authority or agency) as well as other associated costs such as fire system contractor fees.

15. Damage

- (a) If a Resident causes damage to College property, the Resident will be liable to the University for the cost of cleaning, repair or replacement of the damaged property, plus any reasonable Administration Fee outlined in Item 9.

- (b) If multiple Residents are found to be responsible for damages, the costs associated with the cleaning, repair or replacement of the damaged property will be apportioned appropriately at the discretion of the University.
- (c) When damage is caused to a College common area and the University cannot identify the individual or individuals responsible for the damage, all residents of the block or building of which that common area forms part are deemed equally responsible for the damage and the associated costs of cleaning, repairing or replacement of the damaged property.

16. Notification of damage, illness or injury, change to study status

16.1 Damage

The Resident agrees to promptly notify the University and an appropriate member of the Collegiate Team (having regard to the nature of the damage or item requiring maintenance) of any requests for maintenance or reports of damage in the Room or College, which must be submitted via the Res Portal.

16.2 Illness or injury

The Resident acknowledges and agrees:

- (a) to immediately notify the Student Accommodation team of any illness or injury to themselves or another resident of the College, including where hospitalisation or medical attention is required;
- (b) to notify the Manager (or person acting in the position of Manager) as soon as possible, but in no case later than 24 hours after becoming aware of any illness or disability that might seriously threaten their health or their capacity to live in the College, including any issue which may affect the health or wellbeing of others, including any serious health condition or mental illness which may or may not involve self-injury or suicidality;
- (c) that an individual's behaviour will be taken into consideration when reviewing applications for residency or when considering the termination of current residency for the wellbeing of the Resident and others;
- (d) that the College is not a provider of specialist health, clinical, crisis accommodation, disability support, therapeutic care, intensive supervision or supported living services, and that while the University may provide reasonable support, referrals, adjustments and assistance within the scope of its accommodation, student wellbeing and safety supports and services, the University is not required to provide care, support, monitoring, supervision or intervention beyond what can reasonably be provided within the College environment;
- (e) that the Head may consider whether a Resident's support needs are beyond what the Colleges can reasonably provide where the Resident requires a level, type, frequency or intensity of support, supervision, intervention, monitoring, specialist care or crisis response that cannot be safely, sustainably or reasonably managed within the College environment;
- (f) that the Head, Manager and the Collegiate Team are authorised to take any action deemed necessary under the circumstances confronting them to ensure the safety, health and wellbeing of any resident or others present in the College community, including calling an ambulance and referring a resident to a hospital, even in the event that the Resident is reluctant to cooperate;
- (g) that the Head or delegate may contact the Resident's next of kin in the event of a medical emergency, hospitalisation or other event that endangers the wellbeing or safety of a Resident or others, or if the Head or delegate has a reasonable concern as to the wellbeing of a Resident and is unable to contact that Resident; and
- (h) to participate in good faith in any reasonable steps required by the University to assess, support or manage a Health, Wellbeing and Safety Concern, which may include attending meetings, engaging with relevant support services, providing relevant professional information, complying with a support plan, behavioural plan, safety plan or return-to-residence plan, complying with temporary or ongoing conditions, relocating where available and appropriate, or temporarily leaving the Colleges while the University assesses the concern or implement risk controls;
- (i) in the case of a pandemic or outbreak (however described) of infectious disease:

- (i) the College will operate consistently with University requirements (including relevant policy and procedure) and Queensland Health advice, with which the Resident and any guests of the Resident will be required to comply;
- (ii) if a Resident is required to self-isolate, they may be relocated to a room in a designated isolation block. While in isolation, the Resident will be required to adhere to the College's isolation protocols and make meal arrangements, at their own expense; and
- (iii) if the College is unable to provide a suitable isolation facility, the Resident will be required to make other accommodation arrangements for the required isolation period.

16.3 Study status

- (a) The Resident must notify the Head in writing not later than one week of the Resident ceasing to be actively enrolled in a University course or program, including due to a deferred enrolment, withdrawal from study or leave of absence from study.
- (b) The Resident acknowledges and agrees that if the Resident ceases to be actively enrolled, the Head may elect to bring this Agreement to an end.

17. Cars, motorbikes, pushbikes

The Resident:

- (a) must not drive or operate vehicles which emit an unreasonable amount of noise within the College (and the Head or delegate may determine what constitutes 'an unreasonable amount of noise');
- (b) must only drive on designated roadways, in compliance with all traffic direction signage, and only park vehicles in designated parking bays; and
- (c) must store bicycles, including e-bikes and e-scooters in designated bicycle storage facilities.

18. Termination by the Resident

18.1 Termination prior to the Commencement Date

- (a) A Resident may terminate this Agreement prior to the Commencement Date by providing the University notice in writing.
- (b) If the Resident provides less than four weeks' notice under paragraph (a), the Resident must pay the University the Administrative Cancellation Fee, in the amount specified in Item 10, unless the Head determines otherwise for one or more of the following reasons
 - (i) the Resident's visa application is refused during this period; or
 - (ii) the Resident is refused admission to the University during this period; or
 - (iii) the Resident is able to substantiate to the satisfaction of the Head extenuating circumstances.
- (c) If the Resident fails to commence occupation of the Room at the Commencement Date and has not earlier communicated to the University a later arrival or check in date, the Resident will be deemed to have terminated this Agreement on the Commencement Date, and the terms of paragraph (b) above will apply.

18.2 Termination after the Commencement Date

- (a) A Resident may terminate this Agreement after the Commencement Date by providing the University with six weeks' notice in writing via the defined Res Portal form (the '**Notice Period**').
- (b) On termination of the Agreement under paragraph (a), the Resident must pay the University the Administrative Cancellation Fee, in the amount specified in Item 10.
- (c) The Resident remains liable for the Fees until the earliest of:

- (i) the end of the Notice Period, or
 - (ii) the date the room is re-filled.
- (d) The University is under no obligation to place a new student into the Room in priority to any other room at the College, and the University retains full discretion as to the allocation of rooms at the College.
- (e) At the discretion of the Head, the Notice Period may be shortened in the following circumstances:
 - (i) The Resident has ceased to be a student of the University; or
 - (ii) The Resident has deferred their enrolment at the University to a later Study Period; or
 - (iii) The Resident has taken an approved leave of absence from study such that the student is not enrolled in any course or unit of study with the University; or
 - (iv) The Resident is able to substantiate to the satisfaction of the Head Exceptional Circumstances.

19. Termination or Suspension by the Head

19.1 Ongoing academic eligibility

- (a) The Head may, on not less than six weeks' notice to the Resident, terminate this Agreement if the Resident ceases to be actively enrolled, defers enrolment, takes a leave of absence, withdraws from study, or otherwise no longer meets the University's residency eligibility requirements (whether or not the Resident has given notice under clause 16.3).
- (b) If the Head terminates this Agreement under paragraph (a):
 - (i) and the Head will, when notifying the Resident of termination, provide details to the Resident of any relevant support services;
 - (ii) Unless the Head determines otherwise (in the Head's sole discretion), the Resident will be liable for Fees and other amounts payable under this Agreement up to and including the effective date of the termination.

19.2 Suitability to reside: health, safety and other considerations

- (a) The Head may terminate this Agreement or suspend a Resident from the College if, after considering relevant information obtained through a Suitability Review and any reasonable support arrangements, adjustments, conditions or alternatives available, the Head reasonably determines that:
 - (i) the Resident is not able to reside safely, independently or sustainably within the Colleges;
 - (ii) the Resident requires a level, type, frequency or intensity of support that is beyond what the Colleges can reasonably provide; or
 - (iii) the Resident's continued residency presents an unacceptable or unmanageable risk to the safety, health or wellbeing of the Resident or others.
- (b) A decision under paragraph (a) will not be made because a Resident has a physical health condition, mental health condition, disability, illness, injury, impairment or support need. The decision will be based on the impact, or likely impact, of the Resident's circumstances, behaviour, capacity or support needs on safe and sustainable residency within the Colleges and the broader University community.
- (c) If the Head reasonably considers that immediate action is necessary to manage a serious, urgent or reasonably foreseeable risk, the Head, or their delegate, may take interim action before completing any Suitability Review. Interim action may include imposing temporary conditions, requiring temporary relocation, suspending residency, restricting access to specified areas, facilities, events, services or persons, requiring compliance with a safety plan or communication direction, or taking any other action reasonably necessary to protect safety, health or wellbeing.

- (d) Interim action taken by the Head under paragraph (c) is precautionary only, and does not constitute a final determination about the Resident's suitability for residency, conduct, health, wellbeing or enrolment status.
- (e) If the Resident is suspended from the College or this Agreement is terminated, the Head must promptly give notice to the Resident:
 - (i) setting out the reasons for the termination or suspension and specifying the effective date for that suspension or termination; and
 - (ii) informing the Resident of any available rights to seek a review of the Head's decision under clause 19.2(a) under University policy or procedure (and any timeframes that might apply to the making of an application for such a review).
 - (iii) if relevant, identifying any conditions or restrictions that apply, requirements for vacating or collecting belongings, information about available support services, and any requirements relevant to a future application or return to residency.

19.3 Termination for a Force Majeure Event

- (a) If a Force Majeure Event occurs, the University may give the Resident written notice of the Force Majeure Event.
- (b) The University may in its discretion terminate this Agreement immediately or at such later time as specified by the University in the notice provided under paragraph (a).
- (c) If the University provides the Resident with notice under paragraph (a), the Resident must as soon as practicable following the termination taking effect, vacate the Room and seek alternative accommodation arrangements.
- (d) Termination under this clause does not entitle the Resident to any right of refund or compensation.

19.4 Effect of termination of Agreement or suspension of residency

On termination of this Agreement or suspension of the Resident's right to occupy the Room, the Resident must, not later than the time notified by the Head, vacate the Room and leave the Room in the condition required under clause 22.1(a) of this Agreement.

20. Discipline and termination or suspension of Agreement

20.1 The Head may delegate

The Head may delegate to the Manager and the Collegiate Team such authority and responsibility to enforce this Agreement and applicable sanctions as appropriate for the good management of the College community and its environment, provided that the authority to suspend a Resident from College or terminate this Agreement may not be delegated.

20.2 Authority of the Collegiate Team

Subject only to clause 20.1, members of the Collegiate Team may take whatever action is reasonable and necessary at the time to ensure the proper wellbeing and safety of Residents and College property, including by referring any relevant matter or circumstances to the Senior Residential Assistant, Residential Life Coordinator, Manager or Head, as appropriate in the circumstances.

20.3 Authority of Head

If the Resident breaches this Agreement or if clause 19.2 applies, the Head may take such disciplinary or other action as the Head considers appropriate, including to:

- (a) counsel or reprimand a Resident;
- (b) require a Resident to make restitution or reparation;
- (c) by notice to a Resident, suspend a Resident from the College for up to 12 months; or

- (d) By notice to a Resident, terminate this Agreement.

If the Head gives notice to a Resident under paragraph (c) or (d) above, the suspension or termination of this Agreement takes effect immediately, unless the Head specifies some later date or time in that notice.

20.4 Cooperation of Resident

The Resident must cooperate in any investigative or disciplinary process undertaken by the Head in connection with a breach or alleged breach of this Agreement or a Suitability Review undertaken in accordance with clause 19.2, including by providing any relevant information or documentation reasonably requested by the University to support any decision-making process, and participating in any reasonable support, safety, behavioural or return-to-residence planning required by the University.

20.5 Emergency powers

Where the Head reasonably considers that immediate action is necessary to manage a serious, urgent or reasonably foreseeable risk, the Head may take interim action before completing any disciplinary process. Interim action may include imposing temporary conditions, requiring temporary relocation, suspending residency, restricting access to specified areas, facilities, events, services or persons, requiring compliance with a safety plan or communication direction, or taking any other action reasonably necessary to protect safety, health or wellbeing. Interim action is precautionary and does not constitute a final determination about the Resident's suitability for residency, conduct, health, wellbeing or enrolment status.

20.6 Termination or suspension and consequences

- (a) If the Resident is suspended from the College or this Agreement is terminated, the Head must promptly give notice to the Resident:
 - (i) setting out the reasons for the termination or suspension and specifying the effective date;
 - (ii) informing the Resident of any available rights to seek a review of the Head's decision under University policy or procedure (and any timeframes that might apply to the making of an application for such a review).
 - (iii) if relevant, identifying any conditions or restrictions that apply, requirements for vacating or collecting belongings, information about available support services, and any requirements relevant to a future application or return to residency.
- (b) If the Resident is suspended or terminated under this clause, the Resident must vacate the College from the effective date and remains liable for all Fees and any other costs and expenses payable under this Agreement.
- (c) If a Resident applies for a review of the Head's decision, the suspension or termination remains in effect while the review is being conducted, unless the University notifies the Resident otherwise in writing. The Resident must vacate the College from the effective date and must not return to the College unless and until the review decision overturns or varies the Head's original decision and the University confirms in writing that the Resident may return.
- (d) The Resident is responsible for all costs, expenses, loss or inconvenience they incur as a result of being suspended from the College, having this Agreement terminated, being required to vacate the College, or being required to remain away from the Colleges. The University will not be liable to reimburse, compensate or otherwise pay the Resident for any such costs, expenses, loss or inconvenience, including while any review of the Head's decision is being conducted.
- (e) To remove all doubt, the Resident remains liable for any fees, costs or expenses outlined in this clause, even after this Agreement has ended.

21. Alternative Accommodation

- (a) The University may, on reasonable prior notice to the Resident, move the Resident to alternative accommodation which is of a reasonably comparable standard, size and location to the Room occupied by the Resident at the Commencement Date.

- (b) Without limiting paragraph (a), the Head may direct the Resident to move, temporarily or permanently, to another Room if the Head reasonably considers the move necessary or appropriate to manage any safety, wellbeing, behavioural, operational or other concern that may affect the Resident, other residents, staff, visitors or the College community. The Resident must comply with any direction given under this clause within the timeframe specified by the Head or their delegate.
- (c) The terms of this Agreement will continue to apply in respect of the Resident's occupation of the alternative accommodation for the remainder of the Term.

22. End of Agreement

22.1 Resident to vacate Room and return keys etc.

- (a) The Resident must by 10:00am on the Expiry Date (or earlier date of termination):
 - (i) vacate the Room and return the Room to the original condition it was in when the Resident commenced occupation of the Room (subject to fair wear and tear); and
 - (ii) return all keys and access devices to the College office (or in an after-hours locked key box provided for this purpose if the College office is not open).

22.2 Inspection of Room

The University will inspect the Room shortly after the Resident vacates, using the 'Resident Room Condition Form' and the Resident will be charged for any additional cleaning, moving of furniture, missing or damaged items and for any damage to the Room not reported to the College office.

22.3 Failure to vacate and return keys etc

- (a) Without limiting any other rights of the University:
 - (i) if the Resident fails to vacate the Room at the time required by this Agreement, the University may charge the Resident a late check out fee equivalent to the amount of the Administration Fee outlined in Item 9; and
 - (ii) if the Resident fails to return all keys and access devices to the College office at the time the Resident is otherwise required to vacate the Room in accordance with this Agreement, the Resident must pay the replacement cost for each item;
- (b) If any property is left in a Room at the end of this Agreement, the University may, at the Resident's risk and cost:
 - (i) in the case of perishable items, dispose of the items; and
 - (ii) otherwise, store that property in a storeroom, and if that property is not collected by the Resident within seven (7) days, the property is deemed abandoned and the University may dispose of, sell or otherwise deal with that property at the University's discretion.

23. Release and Indemnity

The Resident occupies the Room and the College at the Resident's own risk, and indemnifies the University against, and releases the University from, all claims against the University for loss of or damage to the Resident's property or claims demands and damages resulting from or contributed to by any accident, damage or injury occurring in, on or about the College, except to the extent caused by the negligence or default of the University.

24. Privacy

- (a) The University will collect, use, disclose and otherwise handle Personal Information provided by the Resident in accordance with the *Information Privacy Act 2009* (Qld) and other applicable laws of the State of Queensland, and the Privacy Policy.

- (b) Without limiting paragraph (a), the Resident acknowledges that, where reasonably necessary to manage a Health, Wellbeing and Safety Concern, the University may collect, use and disclose relevant Personal Information in accordance with this clause, the Privacy Policy and applicable privacy obligations.
- (c) During the Term, the Resident agrees to provide to the University Personal Information that is reasonably requested by the University, to enable the University to perform its obligations under this Agreement, manage its relationship with the Resident, comply with its legal obligations and for other purposes with the Resident's consent, or which are required or authorised under a law.
- (d) The Resident acknowledges and agrees that if the Resident does not provide the Personal Information reasonably requested by the University to comply with its legal obligations, the University may not be able to enter into, or continue, this Agreement with the Resident.
- (e) The Resident acknowledges that the University is collecting Personal Information in connection with the administration of the Colleges, and that the University may use the Resident's personal information for purposes including the provision of a safe environment to staff, students and visitors to the College, to facilitate the performance of the functions of an accommodation facility (which may include use in connection with investigation of complaints and disciplinary matters, and for other purposes identified in or referred to in the Handbook), and may disclose the Resident's Personal Information to external service providers engaged by the University, including subcontractors engaged to perform its obligations under this Agreement, service providers engaged to perform services for the University (including but not limited to consulting, marketing and advertising, technology and data processing, and security services organisations), and law enforcement agencies.
- (f) The Resident may request access to the Personal Information about the Resident held by the University, in accordance with the Privacy Policy. The University will process all requests for access in accordance with the *Information Privacy Act 2009* (Qld).



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