

Residential Licence Agreement by resident for occupation of room**Student residence, Curtin University**

To: The Manager

Vickery House

Curtin University

CRICOS provider code 00301J

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I the undersigned accept from you on licence occupation of Unit _____ Room _____ (the "Room") of Vickery House (the "House"), Curtin University, for personal accommodation, together with the non-exclusive use in common with other residents and persons permitted by the Manager ("Manager") of the House of that part of facilities within the House as may be designated by the Manager as common area and/or facilities ("Common Areas/Facilities") from time to time upon the following terms and conditions:

1. Resident [Full Name]: _____

Student Number _____

2. Address of Resident: _____

3. Room under Licence: in Unit _____ Room _____
 (Standard Room)

House: Vickery House
 Curtin University
 Hayman Road
 Bentley Western Australia 6102

4. Permitted Use: Private dwelling to be occupied by not more one person to the Resident's Room and six or eight persons to the Unit, each with a current signed Licence Agreement.

5. Term: This Licence is for the stated Period:

First Period: Commencing on 12th February 2018
 Expiring on 9th July 2018 (21 weeks)

Second Period: Commencing on 9th July 2018
 Expiring on 10th December 2018 (22 weeks)

6. Licence Fee: \$8170.00 or _____ for the Term, at the rate of \$190.00 per week (including GST where applicable) payable in advance which, subject to clause 4, is non-refundable. In addition to the Licence Fee there is a non-refundable Activity Fee of \$240.00 (being \$120.00 per Resident per Period) and a non-refundable Facility Fee of \$140.00 (being \$70.00 per Resident per Period). The total payable inclusive of the Licence Fee, Activity Fee and Facility Fee is \$8550.00 or _____

(Details of all capitalised terms used in this Licence are set out in the relevant item on the first page of this Licence)

Licence to use Room

1. I acknowledge that I occupy the Room on licence as resident and that I acquire no estate right or interest in the same other than as a licensee and that YOU may exercise a right of entry for inspection, repair or cleaning purposes at all reasonable times and for that purpose may hold a key/card access to the Room.

Term

2. The Term of the Licence is for two (2) Periods commencing on the commencement date of the 1st Period and expiring on the expiry date of the 2nd Period as specified in item 5 set out on the first page of this Licence. If I wish to occupy the Room beyond the Term, I may do so subject to agreement with the Manager on such terms and at such further Licence Fee as may be advised.

Licence Fee & utilities charges

3. The Licence Fee for the Room is for the whole of the Term payable in advance by two (2) instalments, each instalment to be paid prior to the commencement of the relevant Period of the Term. Subject to clause 4, I acknowledge and agree that no refund of the Licence Fee, in full or in part, will be made if I vacate the Room earlier than the expiry of the Term. The Licence Fee is inclusive of an allowance of \$30.00 per week for utilities charges used by me in connection with this Licence and/or fellow residents in the Unit. I shall pay to YOU forthwith on demand all excess utilities charges assessed by YOU to be due and payable by me for any period or periods during which my weekly utilities consumption exceeds \$30.00.

Licence Fee refund

4. Notwithstanding clause 3, if I give prior written notice to you and you give permission for me to terminate and I do vacate the Room then a penalty equivalent to an additional six (6) week's rent is payable prior to departure from residence. Failure to provide written notice to the Residence Manager prior to departure AND payment of the six (6) week's penalty will result in a continuation of the existing terms and conditions. All outstanding rents and fees must be paid in full prior to departure from residence. Any remaining rent will be refunded to the resident after departure from residence.

Notice of departure cannot be made any later than six (6) weeks prior to the expiry of this Residential Licence Agreement. Use of Room

5. I expressly acknowledge and agree that:
 - a. I can only use the Room for private residence, that this Licence forbids me to assign, sub-let or part with possession with the Room to a third party, or to cohabit with a partner, or to allow a third party to stay unauthorised in my Room at any time, or to use the Room in the absolute opinion of the Manager for any immoral, illegal use or in any form of commercial activity. I agree that no visitor or any other person may enter and/or remain in the Room or the House unless with the permission of myself, the Manager if required, and in my presence and subject to the conditions of this Licence. I will be fully responsible for any damage to the Room or the Common Areas/Facilities or the House caused or contributed to by myself, my visitor or any other person at the Room or the House, lawfully or otherwise, at my express or implied permission; and
 - b. If I breach any of the provisions set out in this clause 5(a), in addition and without prejudice to the damages I shall be liable to YOU under this Licence and at law, I shall pay to YOU a penalty that may be reasonably imposed by YOU at the time, including without limitation, a penalty that is equivalent to the applicable short term rental rate for the duration of the unauthorised stay multiplied by the number of the unauthorised user(s) of my Room.

Abide by rules

6. I agree to comply with and abide by all rules in respect of the use of the Room and the House as laid down by YOU and detailed in the "Residence Handbook" and the "University Land & Traffic By-Laws" applicable from time to time. Both documents form part of this Licence.

Undertakings

7. I must, at all times, during the Term:

- a. Keep all floor coverings, walls, ceilings, windows (including glass), window treatments, doors and all furniture, fixtures and fittings and household equipment in or at the Room and the Common Areas/Facilities in the same condition as they are at the commencement of this Licence and as stated in the Property Condition Report;
- b. Keep all my goods and chattels wholly within the confines of the Room, or with your consent and subject to your direction, in the Common Areas/Facilities;
- c. Keep all sanitary and water apparatus, electrical and gas installations of the House in good working order and not tamper with any of them;
- d. Keep the Room, the Common Areas/Facilities and the House in a clean and sanitary condition, free from dirt, oil, grease and vermin;
- e. Keep garden beds and the grounds within or adjoining the House free of refuse, debris and kitchen spoils such as fats, oils and cigarette butts;
- f. Notify you immediately in writing of any loss, damage or defect at or within the Room, the Common Areas/Facilities and the House and in no event later than one working day of the occurrence of any such loss, damage or defect;
- g. Replace, or at your election pay, for all loss or damage to the Room, the Common Areas/Facilities and the House that is caused or contributed to by any act, omission or default of me or my visitor;
- h. Assist you in the fullest possible way in any insurance claim by you, if required;
- i. Permit you to enter and inspect the Room and the House pursuant to clause 10;
- j. Indemnify you against any loss, liability, costs or expenses incurred or suffered by you, arising from or in connection with any damage to the Room, the House or the Common Areas/Facilities or any loss of or damage to anything in them or near them caused or contributed to by my act, negligence or default, or some danger created by me whether or not the existence of that danger was or ought to have been known to me;
- k. Remove the obstruction where an obstruction referred to in clause 8(1) occurs and if I do not or am not capable of immediately removing such obstruction, allow you to remove the same at my cost without you being responsible to me for any loss or damage which may result to such obstruction; and
- l. Notify you immediately if I change my student status or if I withdraw from or suspend my course of study and notwithstanding the Term of this Licence and the Licence Fee I have already paid, I acknowledge and agree that I must forthwith quit and vacate the Room.

Prohibitions

8. I must not, during the Term:
 - a. Do or permit to be done anything at or within, or to bring or keep anything at or within the Room and the House which may in any way invalidate, violate or prejudice the conditions of the insurance policy you have in relation to the Room, the Common Areas/Facilities and the House;
 - b. Do anything in or about the Room, the Common Areas/Facilities or the House (notwithstanding any other consent given by you under this Licence) which in your absolute opinion is noxious, offensive, audibly or visually a nuisance or which interferes with the orderly operation of the House or the Common Areas/Facilities. Such act includes without limitation the consumption of alcohol, use of illegal substances or smoking in the Room, the Common Areas/Facilities and the House or being upon the Common Areas/Facilities or the House whilst intoxicated;
 - c. Interfere with the services supplied to the House or otherwise carry out works which interferes with the services;
 - d. Obstruct access to or overload the services;
 - e. Use any method of heating, cooling or lighting in the Room or the Common Area and Common Areas/Facilities other than those provided by you;
 - f. Use the facilities in or about the Room, the Common Areas/Facilities and the House for any purpose other than that for which they were constructed;
 - g. Place anything in the toilets, basins, sinks or drains which they were not designed to receive;
 - h. Make alterations or additions to the Room and the Common Areas/Facilities, or drive any nails or screws into or deface, or make holes in or otherwise interfere with the walls, ceilings, floors or woodwork of and in the Room and Common Areas/Facilities;
 - i. Keep any live animal or bird or pet at the Room or the House or encourage any stray pets or animals to reside within, or visit the Room or the House;

- j. Change any lock to the Room or the House or to part with possession of my key/card(s) to the Room and the House;
- k. Affix any signs or posters to any part of the Room or to the interior or exterior of the Common Areas/Facilities and the House;
- l. Obstruct or permit to be obstructed any part of the Common Areas/Facilities by leaving or placing therein any article or thing or by any meeting of persons;
- m. Wedge or otherwise force open the doors to and from the Common Areas/Facilities or the House;
- n. Threaten the safety or wellbeing or harass any other licensee(s) or occupier(s) of the House or the Common Areas/Facilities, whether verbally or in writing, or do any act which, in your opinion, threatens the safety or wellbeing of any of them or their quiet use of their licensed premises, the Common Areas/Facilities and the House; and
- o. Continue to occupy the Room upon a change of my student status or if I withdraw from or suspend my course of study during the Term.

Exclusion of your liability

9. I agree with you that you are not liable for any liability or loss resulting from:
 - a. Any act or omission of any other licensee or occupier or any other person in the House (whether there lawfully or not);
 - b. Any malfunction, breakdown, interruption or failure in relation to the supply of services to the Room and the Common Areas/Facilities or in relation to the electrical or fire equipment or any other plant, equipment or machinery in or serving the Room and the Common Areas/Facilities; and
 - c. Any accident, damage or malfunction affecting the Room and Common Areas/Facilities including, without limitation, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables.

Your right of entry

10. You may enter the Room, without notice if you decide that there is an emergency or if there is in your opinion a breach of the terms and conditions of this Licence by me, but otherwise at all reasonable times during the day, for any one of the following purposes:
 - a. Maintain or repair the Room;
 - b. Maintain, repair or alter the services;
 - c. Investigate into allegation of my breach;
 - d. Subject to prior notice to me, inspect the Room; and
 - e. Subject to prior written notice to me, show the Room to prospective licensee or occupier(s) and/or their representatives.

Property Condition Report

11. At the commencement of the Term, YOU will prepare and provide a Property Condition Report for my completion, confirmation and execution and return to YOU within seven (7) days. The Property Condition Report when signed by both YOU and I shall be conclusive proof as to the condition of the property and the contents at the commencement of this Licence. Should I omit or fail to complete and return the Property Condition Report to YOU within the seven (7) day period, I will be taken to have confirmed its contents whereupon any defect or damage found in relation to the Room, the Common Areas/Facilities and the House during or at the expiry or sooner determination of the Term will be deemed my responsibility and at YOUR option, becomes chargeable.

Termination & yielding up

12. On the expiry or sooner determination of the Term:
 - a. I must vacate the Room and remove all my property from the Room and the Common Areas/Facilities, leaving them in the same condition as they were stated or described in the Property Condition Report. YOU may treat my property as abandoned and deal with it in any manner YOU see fit if I have not removed my property from the Room or the Common Areas/Facilities by the expiry of the time when I am entitled to access to remove my property from those places. I indemnify YOU against any loss, liability, costs or expenses incurred or suffered by YOU, arising from or in connection with YOU acting under this clause 12, or damage caused to the Room or the House by the removal of my property;
 - b. I must forthwith return to YOU all keys/access cards to the Room or the House; and

- c. I agree to pay for the professional cleaning charges, including without limitation carpet cleaning charges, by contractors appointed by YOU, of the carpet of the Room and if the Manager sees fit, any of the Common Areas, and if the Room forms part of a Unit/room shared by other residents of the House, the charges payable by me with regard to the Room will be a proportionate part of the charges payable for the whole Unit/room as the Manager calculates.

Breach(es) of Licence

13. If I breach any of the terms and conditions set out in this Licence or the rules laid down in the “Residence Handbook” and the “University Land & Traffic By-Laws”:
 - a. You may terminate this Licence by re-entry with whatever reasonable notice you, acting reasonably and properly, deem appropriate if I do not rectify the breach or default within the time period stated in the notice; and
 - b. I agree to indemnify you in respect of any liability or loss arising from, and any costs, charges and expenses incurred in connection with any of my breach or default of the terms and conditions of this Licence and any re-entry or termination of this Licence by you.

Early termination of Licence

14. I acknowledge and agree that upon a re-entry by you under clause 13:
 - a. I must peaceably and quietly deliver to you vacant possession of the Room and each and every part of your property in it;
 - b. Any of the other right or rights you may have against me at law will not be compromised or prejudiced and that you have every right to pursue the same against me if you so decide; and
 - c. No refund whatsoever of the Licence Fee will be made by you.

Termination due to destruction

15. If during the Term the House is damaged or destroyed, or any of the services disrupted, so as to become, in your opinion, unfit for habitation or use, then, you may at your election terminate this Licence forthwith.

Re-location

16. Notwithstanding anything to the contrary contained or implied in this Licence, I acknowledge that you have the right by written notice of seven (7) days to re-locate me to an alternative accommodation within the University at the appropriate rate of licence fee. You acting reasonably and properly and providing me with written reasons endorsed by the Associate Director Housing Services. Upon the expiry of your relocation notice, I shall forthwith quit and peaceably and quietly deliver to you vacant possession of the Room and every part of your property in it in accordance with the provisions set out in clause 12 and enter into a new Residential Licence Agreement with you in relation to the relocated room/accommodation.

Guarantee

17. In consideration of your granting this Licence at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees to you the due and punctual payment by me to you of all amounts payable under this Licence and the compliance by me with my obligations under this Licence, as a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies you against all loss, liability, costs or expenses incurred or suffered by you in connection with any breach or default referred to in this clause 17 and as a consequence of a disclaimer of this Licence by my liquidator, administrator or trustee and as principal debtor agrees to pay to you on demand a sum equal to the amount of any loss, liability, costs or expenses described in this clause 17.

If Resident under 18 years old:

Name of Guarantor: _____

Address of Guarantor: _____

Telephone No of Guarantor: _____

Signed by the Guarantor: _____ [Signature] ____/____/ 2018 [Date]

In the presence of: _____ [Signature of Witness]

Name of Witness: _____

Address of Witness: _____

By signing below, the Resident agrees to all terms and conditions set out in this Licence and acknowledges receipt of a copy of all documents comprising this Licence, namely the:

- Residential Licence Agreement (6 pages); and
- Residence Handbook (inclusive of the University Land & Traffic By-Laws).

Signed by the Resident: _____ [Signature of Resident] ____/____/ 2018 [Date]

In the presence of: _____ [Signature of Witness] ____/____/ 2018 [Date]

Name of Witness: Sei Lui Lee / Ashlyn Martin
 Address of Witness: Vickery House
 Hayman Road
 Bentley Western Australia 6102

Signed by the Manager: _____ [Signature of Manager] ____/____/ 2018 [Date]
 (Paul Yates)

In the presence of: _____ [Signature of Witness] ____/____/ 2018 [Date]

Name of Witness: Sei Lui Lee / Ashlyn Martin
 Address of Witness: Vickery House
 Hayman Road
 Bentley Western Australia 6102

Licence Fee Receipt No: _____

CRICOS Provider Code 00301J

End of Licence