



# Student Occupancy Licence Agreement

## Terms & Conditions

### 1. Documents that comprise the Agreement

A Student Occupancy Licence Agreement ('the Agreement') between you ('the Licensee') and Campion College (the 'College') is comprised of:

- (a) these Terms and Conditions;
- (b) the Information Table and Acceptance (Annexure 1);
- (c) the Schedule of Charges (Annexure 2);
- (d) the Residential Code; and
- (e) the Residential Handbook.

Once the Information Table and Acceptance is signed by the Licensee and the College's authorised officer, there is a legally binding contract between the parties to the conditions of this Agreement.

### 2. Entering into the Agreement

You enter into this Agreement when you agree to the terms and conditions online via the Campion College website.

### 3. Eligibility

It is a condition to this Agreement commencing that:

- (a) you have been admitted for full-time or part-time study at the College; and
- (b) you have paid the College the Accommodation Bond.

### 4. Period of Occupancy

- (a) Subject to compliance with the provisions of this Agreement, this Agreement commences on the Commencement Date and, unless otherwise terminated or extended in accordance with this Agreement, automatically terminates on the Expiry Date.
- (b) Each week starts on a Saturday. Should the Commencement Date fall on any other day of the week, you will be charged a pro rata rate for that week.
- (c) You must pay for the entire period of occupancy, even if you do not stay in the room during that time.
- (d) A room is considered occupied if personal belongings are still in the room or the key has not been returned.
- (e) If you stay in the room outside the designated occupancy period, you will be charged the daily accommodation rate.

### 5. Re-application

- (a) If you intend to enter into a new Student Occupancy Licence Agreement with the College after the Expiry Date of your current Student Occupancy Licence Agreement, you must submit a new application via the College website.
- (b) The College may decline your application for any reason whatsoever, including if you:
  - i. are in breach of this Agreement;
  - ii. have any outstanding debts to the College;
  - iii. have a history of late fee payments;
  - iv. have been suspended or excluded from the College and/or College accommodation by an authorised officer of the College; or
  - v. engage in behaviour that puts you or others at risk of harm.

## 6. Licence to occupy

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- (a) The College grants to you a licence to occupy the accommodation specified in the Information Table for the Period of Occupancy.
- (b) During the Period of Occupancy and subject to the provisions of the Agreement, the College permits you to:
  - i. occupy the allocated Room;
  - ii. use the room furnishings for their intended purpose;
  - iii. consume the utilities (gas, water, electricity, Wi-Fi), in common with other occupants in College accommodation; and
  - iv. use the common areas (bathrooms, toilets, kitchens, laundry facilities, common rooms, verandas, balconies, passageways and stairs) in common with other Lodgers in College accommodation.
- (c) The College reserves the right to change the room allocated under this licence to a different room at any time.
- (d) The Licensee shall acquire no estate, right, title or interest in the accommodation other than as Licensee.

## 7. Subletting

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The Licensee shall neither assign nor underlet the rights or benefit of this Licence, or use College Accommodation other than for the purpose of a private residential accommodation.

## 8. Catering

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- (a) As part of this agreement the Licensee is also subject to the cost of catering. Excluding mid-semester break and public holidays, the Licensee will receive dinner five (5) days a week (weekdays).
- (b) Removal from catering is subject to the following conditions:
  - i. Removal from the Student Catering Service is allowed on the grounds of a serious medical condition.
  - ii. The Licensee must provide a medical certificate outlining the specific reasons for why the Licensee must self-cater and, where necessary, should refer to the meals list available on the College website and specify why it is not suitable to the Licensee's health and dietary requirements.
  - iii. Removal from the Student Catering Service is granted by the Student Life & Alumni Manager.

## 9. College Accommodation Bond

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- (a) The College Accommodation Bond shall be retained by the College until graduation, unless requested earlier. Any early requests for a Bond refund shall be made at the end of each calendar year, regardless of when a student moves off-campus.
- (b) Bond refund is subject to the following conditions:
  - i. Where there is any loss of and/or damage to equipment and/or fittings from the Licensee's room, the cost of repair or replacement may be charged against the College accommodation bond;
  - ii. Where there is any loss and/or damage to equipment and/or fittings in any part of the College accommodation which has been attributed to the Licensee, the costs of repair/replacement will be charged against the Resident's bond;
  - iii. Where damage has occurred in the communal areas and where the responsibility for such damage cannot be attributed to an individual(s), the cost of repair or replacement may be charged to the College accommodation bond of all Licensees in that area; and
  - iv. Where the Licensee has outstanding College accommodation fees and/or other charges owing to the College, the amount owing may be charged against the Licensee's College accommodation bond.

## 10. College Accommodation Fees

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- (a) The Licensee is required to pay the charges for accommodation and catering ('College Accommodation Fees') as specified, for the period of occupancy indicated in the Information Table (Annexure 1).
- (b) College Accommodation Fees will be invoiced monthly and are to be paid according to the due date on each invoice.
- (c) Payment of College Accommodation fees can be made via direct deposit or credit card.
- (d) Except where payment is expressed to include Goods and Services Tax (GST) or be GST-exempt, you agree to pay the College any GST which the College is or becomes liable to pay for any supply made under or in connection with this Agreement.

## 11. Other charges

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The Licensee shall pay any other charges for which he/she may be invoiced separately before, during or at the completion of the period of occupancy. Such charges may be for disciplinary fines, cost of attendance of fire brigade for irresponsible behaviour associated with fire safety equipment, cost of repairs caused by either individual or group damage to a residential area, cost of specific loss of property, or cleaning or other services as advised in writing by the College. Administration charges apply for early arrival and late departure. No credit adjustment will be given for late arrival or early departure. The College reserves the right to apply other charges to those already specified, and justification for such charges will always be fully explained in writing before they are debited to the Licensee and before payment is sought.

## 12. Overdue payments

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College Accommodation Fee payments shall be deemed overdue when they are not paid by the due date specified in the invoice. Any overdue payment notices from the College, or its authorised agents, to Licensees who have defaulted on their agreed payments without a written explanation acceptable to the Director of Operations, may incur additional charges. Names of Licensees who have not paid all College Accommodation Fees and other charges debited to them will be placed on the College restriction list until all debts are cleared.

## 13. Notice of entry

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- (a) The Licensee shall allow the authorised members of the College staff to enter rooms for the purposes of inspection, renovation, removal of furniture and cleaning at all reasonable times. For these purposes the College and authorised individuals shall hold the necessary keys.
- (b) Where the Director of Operations (or nominee) deems it necessary to enter and/or search a room *without* notice the following criteria shall apply:
  - i. There has been a clear indication or reasonable grounds to believe that there is a likelihood of risk to either the Licensee, another person or College property; and/or
  - ii. The Licensee has been reported absent after an expected return to the College accommodation for 48 hours and has not advised the Residential Manager of their intended absence; and/or
  - iii. There has been a violation of College Accommodation policies or rules, College rules or regulations or state or federal laws; and/or
  - iv. Scheduled or emergency maintenance of the room is required.

## 14. Security and internet

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- (a) You occupy College accommodation at your own risk and must ensure the security of your own property.
- (b) The College shall not be liable for any loss of valuables or personal belongings.
- (c) Any keys issued to the Licensee are to always remain in the custody of the Licensee and are not to be lent to any other person.
- (d) If the Licensee loses any or all the keys so issued, the Licensee shall report the matter immediately to Reception.
- (e) Any Licensee who loses a key or keys will be invoiced for the cost of the replacement key/s and may be invoiced for the cost of the lock/s, if these must be replaced.
- (f) The internet available on campus is provided free of charge and does not form part of the College Accommodation Fees or any other amounts payable under this Agreement.

## **15. Environment of College accommodation**

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The Licensee shall not cause nor permit the College Accommodation or the surrounding grounds to be used or occupied in any way or for any purpose which causes or is likely to cause unreasonable nuisance to or interfere with the peace, comfort and privacy of any other Licensee or person in or near College Accommodation. The Licensee shall not conduct a commercial business of any kind while in College Accommodation, nor engage in any illegal, riotous or noisy conduct, practices, or behaviour which may bring the reputation of the College into disrepute or is in the opinion of the Director of Operations, prejudicial to the well-being of the residents.

## **16. Pets and infestations**

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The Licensee is not permitted to have pet animals, birds, insects, fish or reptiles in or around College Accommodation, guide dogs excepted. The Licensee will be responsible for the costs of extermination for any infestations attributable to the Licensee.

## **17. Dangerous goods**

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The Licensee shall not bring into the College accommodation any explosive or combustible materials, firearms (including replica firearms) or other weapons (including replica weapons).

## **18. Fire safety systems**

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All fire safety systems and equipment are audited regularly to check for tampering or faults. Any resident found to have tampered with fire safety equipment or responsible for a fire brigade call out will be subject to disciplinary action and may be liable for the cost of repair/replacement of such equipment and any attendance of the NSW Fire Brigade.

## **19. Smoking**

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Smoking is prohibited in all College buildings and rooms. Where there is reasonable evidence that a Licensee has been smoking in their room or common areas, they will be liable for the costs of returning the room/area to a satisfactory state and will be subject to disciplinary action. Should the Fire Brigade attend an alarm triggered by smoking; the resident concerned will be liable for their attendance charge.

## **20. Cleanliness**

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- (a) The Licensee shall be responsible for maintaining a standard of cleanliness and tidiness acceptable to the Director of Operations, except to the extent that the College is responsible for cleaning. The Licensee shall at all times observe socially acceptable hygiene practices in all areas of the College Accommodation, refrain from discarding rubbish indiscriminately within the area of the College accommodation, follow established procedures for the maintenance of acceptable standards of hygiene and good order in the kitchen, bathroom and other common areas of the College accommodation.
- (b) Where the Licensee fails to maintain the required standard of cleanliness in their room, the Director of Operations (or nominee) may at his/her discretion impose a cleaning service charge on the Licensee or Licensees in the interest of general hygiene standards within the College accommodation.
- (c) Where a cleaning service is imposed, the Licensee shall permit cleaners to access the room during normal business working hours of the College staff.

## **21. Condition on arrival and departure**

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- (a) You must complete and lodge with the College a Residential Inventory and Room Condition Report at the time of check-in.
- (b) Unless the inventory lodged with the College in accordance with previous clause states that any item of the room furnishings is missing or that there is existing damage to any part of the room or room furnishings, the room and its contents shall be deemed to be received in proper condition.
- (c) On the Expiry Date of this Agreement, you agree that you will ensure the room and room furnishings, are in the same condition they were in as set out in the Residential Inventory and Room Condition Report, subject to fair wear and tear. If this standard is not met, you may be liable for any costs and charges determined by the College acting reasonably.

## 22. Payment and repair of damaged property

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- (a) The Licensee shall be responsible for the cost of any repairs to or replacement of any part of the College accommodation, the fittings, fixtures and furnishings therein, the gardens or any other article provided by the College, damages caused by fair wear and tear excepted.
- (b) The Licensee shall be responsible for any damage caused by any visitor or guest invited into the College by the Licensee.
- (c) The Licensee shall notify the Senior Residential Tutor and/or Campus Manager as soon as is practicable of any damage sustained to College property.
- (d) The College reserves the right to determine the cost of repairing such damage on the assessment of the Director of Operations or relevant nominee.
- (e) Where damage to any common area cannot be attributed to any individual, all occupants of the area may be charged that portion which, in the opinion of the Director of Operations (or nominee) is fair.

## 23. Decoration and/or alteration of rooms

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- (a) The Licensee shall not make or cause to be made any alteration to the room or to any part of it.
- (b) The Licensee shall not inscribe on, or affix to the room or allow to be placed on any part of the room any boarding, writing, signs or other similar matter that will or may likely cause damage to the building, with the exception of posters which may be placed on walls in their room with removable adhesive. Any damage caused by these materials will be charged to the Licensee's College Accommodation Bond.

## 24. Visitors and guests

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- (a) A "visitor" refers to any individual who is present on the premises of the residential accommodation at the invitation of the Licensee for a short duration.
- (b) A "guest" refers to a visitor who will be staying overnight in College accommodation.
- (c) The Licensee is required to inform the Residential Assistant of any visitors to campus. The Residential Assistant will inform the Student Life and Alumni Relations Manager.
- (d) Guests of the Licensee are required to complete a Short Stay Accommodation Request Form and pay a nightly accommodation fee, as determined by the College.
- (e) The College reserves the right not to allow a person to stay as a guest, and to limit the number of occasions that guests may stay.
- (f) Visitors must not remain on campus after 10:30pm, unless they have consulted with the Senior Residential Tutor, Residential Assistants or Student Life Manager. The Licensee may incur a fine if their visitors are asked to leave and fail to comply.
- (g) The Licensee is responsible for the behaviour and conduct of their visitors and guests. The Licensee is liable for any costs as a result of damage to College property by a visitor or guest.

## 25. Breaches of this Agreement

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- (a) In the event of an alleged breach of this Agreement, the Director of Operations may at his/her discretion refer the matter to an authorised staff member or party independent of the College.
- (b) Without limiting its other rights under this Agreement, the College is entitled to withhold from you any or all academic results and is entitled to prohibit graduation, further enrolment and the issue of transcripts until you remedy any breach of your obligations under this Agreement.

## 26. Termination of this Agreement

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- (a) The Agreement may not be terminated before the end of the period of occupancy, unless in extraordinary circumstances.
- (b) A Licensee's Agreement may be terminated if:
  - i. the Licensee commits a serious breach (as determined by the Director of Operations) of any of the conditions under which the Licence is granted or the Licensee has contravened state or federal law, or local by-law, ordinance or regulation; or the Licensee commits an offense where he/she has already received two prior warnings from the Director of Operations for previous offenses.
  - ii. The Licensee ceases to be a student at the College.

- iii. The Licensee has an ongoing health condition that is unable to be treated while staying in College accommodation and/or remaining in College accommodation poses an unacceptable risk to themselves, other residents or members of the College community.

## **27. End of occupancy**

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- (a) On the Expiry Date or earlier termination of this Agreement, unless otherwise agreed in writing, you agree to:
  - i. Vacate the room;
  - ii. leave the room clean and in a state fit for immediate use and occupancy; and
  - iii. return all keys.

## **28. Inspection on termination**

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- (a) On the Expiry Date or earlier termination of this Agreement, a representative of the College will carry out an inspection of the room against the Residential Inventory and Room Condition Report completed by you at the Commencement Date.
- (b) Any loss or damage or variance from the Residential Inventory and Room Condition Report will be noted by the College and the cost of rectifying any such loss or damage must be paid by you (subject to reasonable wear and tear).
- (c) Any amount due to the College pursuant to this previous may be deducted from your College Accommodation Bond, or may be directly charged to you.

## **29. Storage**

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The Licensee may use storage spaces available on campus. Storage is subject to the following conditions:

- (a) Storage is available for use during the winter and summer breaks.
- (b) Storage attracts an additional fee, as set out in the Student Handbook.
- (c) The college is not responsible for any damages or loss of property. The insurance of any items stored is the sole responsibility of the Licensee.
- (d) The Licensee is permitted to only use the space allocated to them and all items must be stored in clearly identifiable boxes/bags with the Licensee's name clearly visible. No items are to be stored on the floor.
- (e) The Licensee may hire additional cubicles, subject to availability.
- (f) The Licensee is not entitled to return of their College Accommodation Bond until all personal belongings are removed from storage.

## **30. Abandoned property**

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The College may dispose of any personal possessions left in College accommodation either after the Expiry Date or earlier termination, or at any other time if the College has not received a response within 7 days of issuing a notice to you in relation to those possessions.

## **31. Semester breaks and early access**

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- (a) The College may offer you the opportunity to extend the Period of Occupancy into the semester breaks upon application by you.
- (b) You agree that the College may require you to move to another room, and the College Accommodation Fees may vary depending on the pricing allotted to the room you occupy.
- (c) You agree that if the Agreement is extended, you will pay the College Accommodation Fees during the extended period in the same manner as set out in this Agreement.

## **32. Health management**

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- (a) There is an onus on the Licensee to advise the College of any special needs, including dietary needs, that they may have and make any necessary arrangements for accommodation prior to accepting the offer of residence.
- (b) Where the Licensee has a medical or mental health condition that may impact upon residential life, they agree to discuss the details with the Director of Operations, a member of the Student Wellbeing Team or other appropriate member of the College staff who will determine if a Health Management Plan is required. This Plan will take the form of an agreement that identifies proactive steps to

mitigate against the condition and also first aid, intervention, external referral and crisis response as appropriate.

### **33. Personal information**

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By entering into this Agreement you consent to the College:

- (a) collecting your Personal Information, within the meaning of that expression in the Information Privacy Act 2000, in the administration of this Agreement;
- (b) sharing your Personal Information with staff or contractors of the College for any purposes under this Agreement;
- (c) contacting your emergency contact person(s), Guarantor, or a parent or guardian about matters regarding your health, safety, financial obligations to the College, academic performance, or behaviour, where in the opinion of the College, making contact is warranted.

### **34. Rules and regulations**

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The Licensee shall be subject to and shall comply with all laws in force in the State of New South Wales and with:

- (a) All Statutes and Regulations of the College, including but not limited to the Student Code of Conduct;
- (b) All College Accommodation rules and procedures as detailed in the Residential Code and Residential Handbook;
- (c) All policies and procedures as laid down by the College from time to time with respect to accommodation;
- (d) All reasonable orders and directions given by appropriate staff.

### **35. Limitations of liability**

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The College attempts so far as is practicable, to provide the Licensee with a College accommodation environment that is safe, conducive to study and without disturbances, however the College is not liable for any direct or consequential damages suffered as a result of:

- (a) Any loss of or damage to the Licensee's personal property;
- (b) Any loss as a result of the use of or unavailability of the IT network facilities provided by the College;
- (c) Interruptions to supply of water, electricity and/or gas provided to the College accommodation;
- (d) The presence of pests despite reasonable attempts by the College to control pests.

### **36. Disputes and grievances**

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Licensees who wish to make a complaint regarding any issue that relates to College accommodation should contact the Director of Operations either in person or in writing. Should the Licensee wish to take the issue further, he or she can follow the procedures outlined in the College Non-Academic Complaints Policy.