Residence Agreement

Date	**THIS AGREEMENT is made 22 October 2026**
Parties	
1.	Royal Melbourne Institute of Technology; (*RMIT)*
2.	Name First Name Last; (the *Resident*)

Details	**345 McKimmies Road, Bundoora VIC 3083**
Building	**UniLodge @ RMIT Bundoora – Walert House**
Operator/Company	**UniLodge Australia Pty Ltd (*UniLodge)***
Rules of Residence	**The Rules of Residence for the Building issued by the University or on its behalf and including any variations notified to the Resident**
Room Type	
Apartment/Room Number	
Agreement Start Date	
Agreement End Date	
Fortnightly Residence Fee	
Security Deposit	
University Student ID Number	
{{Name_First}} {{Name_Last to Initial that the Above is Correct	

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The Parties agree as follows:

1. Residence Agreement and Residential Tenancies Act

This is not a Residential Tenancy Agreement for the purpose of *The Residential Tenancies Act 1997 (Vic).*

2. The Company's Obligations

The Company shall allow, subject to the performance of the Resident's obligations as set out in Clause 3, the Resident to:

(a) occupy the Apartment/Room Number as shown in the summary above;

(b) have the use of the fixtures, fittings and furnishings in the Apartment; and

(c) have access to the services provided under the terms of this Residence Agreement by the Company (the *Services*).

3. The Resident's Obligations

3.1 General

(a) The Resident shall pay:

(i) the Residence Fee from the Commencement Date and on every agreed instalment date thereafter always in advance;

(ii) all sundry charges for cleaning or other services which shall be separately charged to the Resident and payable in full on the date coinciding with the next Residence Fee instalment date after the date on which they are accrued.

(b) The Resident hereby agrees that any rights which the Resident may be granted pursuant to this Residence Agreement are always and shall remain always subject to the exclusive right of the Company to have possession and control over the Apartment. The Resident hereby agrees that subject to the Resident's rights in Clause 6, the Company may exercise control over, access to and use of the Apartment during the term of the Residence Agreement as set out in this Residence Agreement.

(c) The Resident agrees that he/she/they is/are not allowed to arrange substitute occupants. Residents are not allowed to pass on their Residence Agreement to another person.

(d) In addition to the Resident's obligations as set out in this Residence Agreement, the Resident agrees as follows:

(i) To use the Apartment (or share the Apartment as the case may be) as the Resident's private residence and not do anything or allow anything to happen in the Apartment or in the building to the annoyance or nuisance of the Company or any other resident or person occupying an Apartment or part of the building.

(ii) Not, without the prior written consent of the Company, to make any alterations or additions to the Apartment or improvements thereto nor to remove any fixture, fitting or piece of equipment of any nature whatsoever.

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(iii) Not to assign, sub-let, transfer, convey or in any way deal with the rights created under the terms of this Residence Agreement and at all times retain control and occupation of the Apartment and the improvements thereon.

(iv) To use the building's services including the mechanical services of the Apartment or Building only for the purposes for which they are constructed and shall not do, permit or suffer to be done any act or thing which might affect or damage same and any damage thereto caused by misuse shall be made good by the Resident or at the Resident's cost.

(v) Shall not obstruct any of the public areas of the building or any part thereof.

(vi) Shall not use any equipment which will or is reasonably likely to overload the cables, switchboards or sub-boards through which electricity is conveyed to the Apartment or contained in the building.

(vii) Shall comply in every respect with all lawful notices and directions given to the Resident by the Company or its authorised representative.

(viii) Give immediate notice to the Company of any serious or highly infectious illness (including, but not limited to, Covid-19) occurring in the Apartment and shall follow all health directives by the Company and/or the Government. If required by the Company, thoroughly fumigate and disinfect the Apartment to the satisfaction of the Company and any health authorities having jurisdiction with respect to same.

(ix) To comply with the rules and regulations made by the Company in accordance with the UniLodge Rules of Residence.

(e) To assist the Company with future room allocations, the Resident acknowledges that they must provide the Company with no less than 4 weeks written notice regarding their intention to sign a new Residence Agreement at the end of the fixed term of the Residence Agreement. If the Resident wishes to sign a new Residence Agreement, this must be executed no later than 28 days prior to the end of the fixed period of the existing Residence Agreement.

3.2 Cleanliness and Damage to the Premises

(a) From time to time, the Resident will substantially clean the Apartment, and the Resident will at all times keep the Apartment in good order and condition as at the Commencement Date. If it is deemed by the Company (acting reasonably) that the Apartment is not in good order and condition, the Apartment will be cleaned by an external cleaner at the Resident's expense to maintain the Apartment in good order and condition.

(b) The Resident must take reasonable care to avoid damaging the Apartment and any common areas.

(c) The Resident must give notice to the Company of any damage to the Apartment as soon practicable.

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3.3 Behaviour

(a) The Resident agrees not to engage in unacceptable behaviour that includes, but is not limited to:

(i) intentionally causing injury or harm to another person;

(ii) real or perceived violence or threat of violence;

(iii) causing damage to the property of the Company or personal property contained in the building;

(iv) smoking or vaping in any place in the immediate vicinity of, or within the premises, other than in designated smoking areas;

(v) producing excessive or loud noise;

(vi) behaviour demonstrating a lack of respect for the rights, attitudes and beliefs of other persons;

(vii) behaving in an offensive or threatening manner; or

(viii) threatening the safety or well-being or harassing another person.

(b) If the Resident's behaviour is deemed unacceptable by the Company (acting reasonably), the Company may take such action as deemed necessary, including:

(i) termination of this Residence Agreement in accordance with Clause 8;

(ii) removal from the building;

(iii) probation;

(iv) fine;

(v) community service;

(vi) apology; and

(vii) referring the conduct to RMIT University for consideration as a Student Conduct matter.

3.4 Rules of Residence, Statues, Rules, Orders, Policies, Procedures and Directions

(a) The Resident acknowledges that they have read the UniLodge Rules of Residence provided, which forms a part of this Residence Agreement, and agrees to comply with the regulations set out in it as approved or amended by the Company from time to time and notified to the Resident in writing.

(b) The Resident acknowledges that they have reviewed and agreed to comply with and uphold the statutes, rules, orders, policies and procedures of RMIT as published and available on the website: https://www.rmit.edu.au/about/governance-management/policies

(c) The Resident agrees to abide by the reasonable and lawful directions given by an employee of the Operator or their staff in relation to the Resident's occupation of the Apartment.

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4. Termination by Resident

(a) The Resident agrees to give the Company management 4 weeks written notice if they intend to break their Residence Agreement before the Termination Date and pay any early termination fees or charges due under this Agreement, unless otherwise agreed with the Company.

(b) The Resident acknowledges that if this Residence Agreement is terminated by him/her/them prior to the completion of the Period, he/she/they will remain liable to pay the Residence Fee for the remainder of the Period unless another resident is found to occupy the Apartment and commences his/her/their residency. The Resident agrees to make all reasonable endeavours to locate another resident that is acceptable to the Company.

(c) The Resident agrees:

(i) if the Residence Fee is not paid, then it will be deducted from the Security Deposit; and

(ii) should the amount of the Security Deposit be insufficient to cover the Residence Fee the Resident will be liable to pay the difference.

(d) The Resident agrees that an Early Termination Fee will be paid prior to departure.

5. The Company's Rights

Without limiting in any way Clause 3.1:

(a) The Company shall have the right to enter and view the Apartment and the condition of the Apartment at all reasonable times on reasonable notice provided that, an employee of the Company may enter the Apartment without notice if that person reasonably believes that there is an urgent need for them to do so, for example, in the case of an emergency.

(b) The Company shall at all reasonable times have the right to enter with tradespeople and all necessary equipment upon giving the Resident reasonable notice for the purposes of carrying out any work which the Company may be bound to carry out or otherwise may deem desirable provided that in so doing, the Company shall endeavour to cause as little inconvenience to the Resident as is practicable.

(c) The common areas and facilities of the building (which shall be all parts of the Building other than any Apartment) shall at all times be subject to the control of the Company who shall have the right from time to time to establish, modify and enforce rules and regulations with regard thereto.

(d) The Company shall be absolutely entitled to make whatever rules and regulations (permitted by law) it thinks fit with respect to the limitation, prohibition, use or transportation of any form of drugs or alcohol or the consumption thereof within the Apartment or the Building.

(e) The Company may have the right to enter without notice to exercise any rights it has upon default by the Resident.

6. Resident's Rights

Subject to the compliance by the Resident with the obligations imposed by this Residence Agreement, the Resident shall have the right to:

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(a) quiet enjoyment of the Apartment (subject to rights of other residents that may share the Apartment);

(b) occupy or share the Apartment; and

(c) use the Services from the Commencement Date until the Termination Date referred to in this Residence Agreement.

7. Security Deposit

(a) The Resident shall pay the Security Deposit to the Company to be held by the Company on behalf of the Resident during the term of this Residence Agreement or any further period in which the Resident may occupy the Apartment. At the time that the Resident ceases to occupy the Apartment and provided the Apartment is in a clean and habitable condition and no damage has been caused to any part of the Apartment or its furniture, fittings or equipment excluding fair wear and tear, the Security Deposit shall be repaid to the Resident without deduction within four (4) to six (6) weeks of the Resident vacating the Apartment subject to Clause 7 (c).

(b) If in the opinion of the Company the Apartment is left by the Resident otherwise than in a clean, habitable and undamaged condition, the Company may at its discretion apply such amount or amounts as may be necessary from the Security Deposit to restore the Apartment to a clean, habitable and undamaged condition. If the Security Deposit is insufficient to meet the cost of such restoration, the Resident shall pay the Company on demand the amount by which the cost of such restoration exceeds the Security Deposit. If the cost of such restoration is less than the Security Deposit, the amount by which the Security Deposit exceeds the cost of such restoration shall be repaid to the Resident.

(c) The Company shall also be entitled to deduct from the Security Deposit any arrears of the Residence Fee or other outstanding charges which may be owing at the time.

(d) At the Commencement Date the parties shall each complete and sign a condition report and a copy shall be retained by each party.

(e) The Resident acknowledges and agrees that any interest earned on the Security Deposit shall not form part of the Security Deposit and shall not be payable to the Resident in any circumstances.

(f) The Resident acknowledges and agrees that if he/she has breached the Residence Agreement:

(ii) the Residence Fee must be paid until another Resident is found and commences his/her/their residency, or until the Residence Agreement ends, whichever occurs first;

(iii) if the Residence Fee is not paid, then it will be deducted from the Security Deposit; and

(iv) should the amount of the Security Deposit be insufficient to cover the Residence Fee the Resident will be liable to pay the difference.

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8. Default by a Resident

(a) Each of the following constitutes an Event of Default by the Resident:

(i) The Resident fails to pay an amount due under Clause 3.1 (a) on its due date and such amount remains unpaid for seven days (whether or not any formal or legal demand shall have been made); or

(ii) The Resident breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Residence Agreement or the rules and regulations set out in the UniLodge Rules of Residence and such breach or default continues for fourteen (14) days after the service of a notice on the Resident requiring the Resident to remedy the same subject to Clause 8 (i) and (v); or

(iii) The Resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy; or

(v) The Resident commits an act which justifies 'immediate eviction' which is outlined in the Rules of Residence.

(b) If any one or more Events of Default set out in Clauses 8(a)(i) to (v) inclusive occurs, it shall constitute and be deemed to be a repudiation of this Residence Agreement by the Resident giving rise to the right of the Company to cancel the Residence Agreement hereby created and withdraw the services and on reasonable notice shall have the right to accept such repudiation and re-enter the Apartment whereupon any rights created under this Residence Agreement in favour of the Resident shall be determined.

(c) Subject to law, the Company may expel and remove the Resident without being guilty of any manner of trespass and without prejudice to any action or other remedy which the Company has or might or otherwise could have had for arrears of the Residence Fee or Sundry Charges or breach of the Residence Agreement or damages of or flowing from such repudiation and its acceptance thereof any determination and forfeiture of this Residence Agreement.

(d) The Company shall be entitled to recover any loss arising from the default of the Resident including any loss or damage the Company may suffer as a result of the termination of the Residence Agreement prior to the date of termination referred in the schedule. The Company shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under or virtue of this Residence Agreement if the Residence Agreement is terminated early.

(e) The Company may upon re-entry remove from the Apartment any fixtures and fittings of the Resident or personal property of the Resident and store same in a public warehouse or elsewhere at the cost of the Resident without being deemed guilty of conversion or become liable for any loss or damage. The Company shall not be under an obligation to store any such fixtures, fittings or personal property for a period in excess of three months from the date of re-entry. At the expiration of such period such fixtures and fittings or personal property may be sold by the Company and the Company may deduct from the proceeds the costs of removal, storage, preservation, and insurance (if any) of such fixtures and fittings and arrears of Residence Fee and any other monies owing by the Resident to the Company pursuant to the terms of this Residence Agreement.

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(f) Any notice required to be served under this Residence Agreement shall be sufficiently served on the Resident if served personally or if delivered to or left at the Apartment or forwarded by prepaid post to the last known place of abode of the Resident and shall be sufficiently served on the Company if addressed to the Company and left or sent to its registered office set out in this Residence Agreement.

9. Academic Progress

The Resident agrees that:

(a) The Resident is required to notify, in writing within 2 working days, the Operator of the Building of the completion, termination or suspension of the Resident's course of study;

(b) If the Resident's course of study is completed, terminated or suspended, the Company or the Resident may terminate this Residence Agreement; and

(c) The Operator of the Building and other staff members may request confirmation of the Resident's enrolment details and academic progress for the purposes of determining the Resident's status as a student of RMIT University or alternate approved tertiary institution.

10. Privacy

10.1 Information Collected

The information about the Resident which the Company may collect through this Residence Agreement will include any information provided in accordance with this Residence Agreement or that is provided during the course of the Residence Agreement. If the Resident does not provide this information the Company may not be able to grant the Resident a Residence Agreement or continue to provide services to the Resident under this Residence Agreement.

10.2 Use and Disclosure of Information

The Company may share personal information with RMIT and other affiliated entities and with third parties including any related entity of the Company. The Company may also share personal information with other service providers including organisations that assist us by providing archival, auditing, consulting, delivery, technology and security services.

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10.3 Access to information

If the Resident wishes to request access to any personal information which the Company holds about the Resident as a result of the Company information collection practices outlined in this Residence Agreement, please contact the Company. Please provide as much detail as you can about the particular information you seek, in order to help us retrieve it. An access fee may be charged to cover the Company's costs of providing the information to the Resident.

10.4 Use of Personal information

The Resident acknowledges that the Company may use the Resident's personal information for the purposes of providing accommodation and services to the Resident under this Residence Agreement and for any purposes set out in the UniLodge Rules of Residence.

11. Indemnity

(a) The Resident indemnifies the Company against any loss, liability, costs or expenses incurred or suffered by the Company arising from or in connection with any damage to the Apartment, other areas of the building, goods or chattels of another person or the Company caused or contributed by the Resident's act, negligence or default.

(b) Each party indemnifies the other party, in respect of any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any of breach of default of the terms and conditions of this Residence Agreement by the Resident and any termination of this Residence Agreement by the Company. This indemnity will not apply to the extent that the relevant loss was caused by the indemnified party.

12. Exclusion of Company Liability

The Resident agrees that the Company is not liable to the Resident for any liability or loss resulting from:

(a) any act or omission of any other resident or person in the building; or

(b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Building or Apartment,

other than to the extent that the relevant loss was caused by the Company.

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13. Acknowledgment

(a) The Resident acknowledges that he/she/they have received a copy of the UniLodge Rules of Residence and has been given an opportunity to read through this Agreement and the handbook and seek independent advice prior to signing this Agreement.

(b) The Resident acknowledges that he/she/they is/are aware of the terms and conditions contained in the UniLodge Rules of Residence and acknowledges that they are incorporated in this Residence Agreement.

(c) The Resident acknowledges and declares that no promise, representation, warranty or undertaking either express or implied has been given by or on behalf of the Company as to suitability of the Apartment or the Services for the needs of a particular Resident.

(d) The Resident acknowledges that the rights created by this Residence Agreement are rights personal to the Resident and do not create any estate or interest in the Apartment (whether leasehold or otherwise) in favour of the Resident other than the Residence Agreement as specified herein.

(e) The Resident acknowledges that all the fixtures, fittings and furnishings in the Apartment are the absolute property of the Company.

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Signed by the Resident:

Resident Signature

Print Name

Signed by in the presence of:

Witness Signature

Print Name

Signed by **Parent/Guardian** (for individuals under 18 years of age):

I, _____, am the legal guardian of _____, and I agree to the terms of this agreement in respect the above-named person.

_____

Parent/Guardian Signature

Signed by the **Operator, UniLodge Australia Pty Ltd**,

as Agent for ***RMIT***:

Staff Signature

Print Name

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- **Residence Fees** – are to be paid in full on every instalment date where the Resident must remain **at least one instalment in advance** at all times.
- **Sundry Charges** – if any Sundry Charges are incurred, they must be paid in full in conjunction with the Residence Fee.
- **Security Deposit –** is equivalent to 4 weeks rent
- **Early Termination Fee** – is equivalent to two weeks' current Residence Fees, paid prior to departure. This amount cannot be deducted from the Security Deposit.
- **Departure Cleaning Fee** – a charge of $130 will be payable at the end of the residency.
- **Apartment Move Fee** – a charge of $100 plus a Departure Cleaning Fee will apply to Residents who move from one Apartment to another within UniLodge @ RMIT Bundoora – Walert House.
- **Repairs and Maintenance** - general maintenance of the Apartment is provided. The Resident is liable for any damage or loss caused by negligence or misuse of the Apartment by the Resident and will be charged for reasonable labour and any associated costs.
- **Car parking** – there is dedicated resident parking available at the property. Permits can be purchased with RMIT University.
- **Replacement Swipe Card** – a charge of $55 will be payable to replace the swipe card if it is damaged, lost or misplaced.
- **Lock Out Fee –** a charge of $10 will be payable if you lock yourself out or your room and/or apartment.
- **Direct Debit Decline Fee** – a charge of $10 will be payable if your direct debit declines.

NB: The above charges are subject to change.

The Company will give the Resident reasonable notice before any changes to the above charges are implemented. Where we notify you of a change in fees and you do not agree to the change, you may terminate the Residence Agreement on 30 days written notice at no cost. A change in Residence Fees will not occur during the term of the Residence Agreement except for Consumer Price Index (all Melbourne) increases or in certain circumstances where there are unforeseeable increases in costs to the Company.

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