ACCOMMODATION AGREEMENT

PART 1: INFORMATION AND DEFINITIONS

Key Dates	
Contract Date	This agreement is made on {{Contract_Date_Start}}
Occupancy Start Date	2:00 pm (AWST) on {{Contract_Date_Start}}
Occupancy End Date	10:00 am (AWST) on {{Contract_Date_End}}
Term	The Occupancy Start Date until the Occupancy End Date
Your Details	
Name	{{Name_First}} {{Name_Last}} **("Resident")**
Student Number	{{Student_Number}}
Home address	{{Street}}, {{City}}, {{State_Province}} **Country** {{Country}} **Postcode** {{Zip_Postcode}}
Email address	*{{Email}} [Insert any other preferred address]*
Mobile phone number	*{{Resident_Mobile}}*
Emergency contact	**Name:** {{Emergency_Contact_Name}} **Relationship:** {{Relationship}} **Phone:** {{Emergency_Phone_Mobile_Cell}} **Email:** {{Emergency_Email}} **Address:** {{Emergency_Street}} {{Emergency_City}} {{Emergency_State_Province}} {{Emergency_Zip_Postcode}} {{Emergency_Country}}
Your Room Details	
Property	*{{Room_Location_Description}}*
Building	*{{Room_Location_Description}}*
Unit	*[TBC the room space] [if not applicable then N/A]*
Room	**Room:** [TBC in the room type] **Room Type:** *{{Room_Type_Description}}* *or (if the Room/Unit details are still to be confirmed) the specific room allocated to you on arrival at the Accommodation of the specified Room Type.*
Residence Fee	*{{Room_Rate_Amount}}* per week *You can choose to pay the Residence Fee either:* *(a) by fortnightly instalments, in advance of each fortnight, for the Term; or* (b) *in one lump sum before the Occupancy Start Date.*
Security Deposit	{{Non-Curtin Deposit}} being the equivalent to 4 weeks of Residence Fee. *The Security Deposit is not applicable for Curtin Students.*

Other Definitions	
Accommodation	The Room, the Unit, the Building and the Common Areas/Facilities and any landscaping surrounding the Building.
Common Areas/Facilities	All areas and facilities in the Building or its surrounds, designated by the Manager from time to time for the shared use of any number of residents.
Curtin Student	A person who is a student enrolled in a course of study at Curtin University, who is also enrolled in a unit of study for that course during the current or imminent semester of study.
Eligibility Criteria	To be eligible for a licence to occupy the Room, you must meet all of the following eligibility criteria: a. Residents aged under 18 must have their parent/guardian co-sign this agreement, and must turn 18 during the first semester to which this agreement applies . b. If you are an international student you must be aged over 18 by the Occupancy Start Date. c. If you are not a Curtin student, you are able to demonstrate that you meet equivalent requirements at an approved institution which for the purpose of this Agreement is one of the following: (i) Curtin College (ii) Curtin English (iii) Canning College
Manager	**Unilodge Australia Pty Limited (ABN 49 078 921 169)**, as agent for Curtin University.
Non-Curtin Student	A person who is a student, but not a Curtin Student.
Property Condition Report	The property condition report prepared pursuant to clause 11.
Resident Charges	The charges, in addition to the Residence Fee, to be paid by the Resident, set out in **Part 2** (Resident Charges Schedule) of this agreement.
Resident Handbook	The Resident Handbook for the Accommodation as updated from time to time by the Manager.
Campus	Curtin University, Kent Street, Bentley, Western Australia, 6102.
By-Laws	Curtin's Land and Traffic By-laws 2020 (as amended): See: https://policies.curtin.edu.au/legislation/bylaws.html
Student Discipline and Student Misconduct Rules	Curtin's Student Discipline and Student Misconduct Rules (Statute 10) (as amended) See: https://policies.curtin.edu.au/legislation/statutes_rules.html
Unit	A building or physically defined portion of a building containing: (a) Your Room (if applicable); (b) a grouping of rooms, each licensed separately to resident's for their exclusive occupation; and (c) the Unit Shared Areas for that unit, for use by those residents in common with each other.
Unit Shared Areas	Those areas within the Unit that are intended to be shared by the licensed residents of the rooms within that Unit for their ordinary purposes, including the kitchen, dining, living, toilet and bathroom areas/facilities, and passageways within the Unit.
Student Charter	Curtin's Student Charter as amended from time to time available at: https://www.curtin.edu.au/students/essentials/rights/

PART TWO
RESIDENT CHARGES SCHEDULE

Upfront Fees & Charges	
Fee	**Amount or methodology**
Application Fee	$158 per room, payable within 72 hours of the Contract Date, and non-refundable.
Activity Fee	A non-refundable fee of: (a) $142 per semester; or (b) $283 per annual year contract payable within 72 hours of the Contract Date, and non-refundable.
Facilities Fee	A non-refundable fee of: (a) $89 per semester; or (b) $173 per academic year contract payable within 72 hours of the Contract Date, and non-refundable.
Departure Fee	A non-refundable fee of: $176 per room, payable within 72 hours of the Contract Date, and non-refundable.
***Premium Room Departure Fee**	$207 per room payable within 72 hours of the Contract Date, and non-refundable. **Only applicable for UniLodge at Curtin University – Twin Dolphin Hall, One Bedroom Apartment*

Other Fees & Charges	
Item	**Amount or methodology**
Unauthorised Guest Fee	$160 per unauthorised guest, per applicable night

Room Move Fee	(a) A charge of $208 plus an additional cleaning fee of $176 or $207 will apply on each occasion that the Resident requests and is granted a move from one room to another within the Accommodation approved by the Manager ***plus*** (b) an additional fee equivalent to the Departure Fee on each occasion.
Repairs, Maintenance and Cleanliness	(a) You are liable for any damage or loss caused by negligence or misuse of the Room as set out in this agreement and you will be charged for labour, any associated costs of repairs, special cleaning and rubbish removal. (b) You are not liable for fair wear and tear which is deterioration that occurs over time with the use of the premises. Some examples of the difference between fair wear and tear and damage are:

Fair wear and tear (Resident not liable)	Damage (Resident liable)
Faded curtains or frayed cords.	Missing, stained or torn curtains
Carpet worn from frequent use.	Dirt, grease or other stains on the floor covering.
Worn out locks, hinges or handles on doors or windows.	Holes torn in flyscreens or locks, hinges or handles broken from inappropriate force

	Paint that flakes off because it's old or incorrectly applied	Damage to walls or paint from installing picture hooks or shelves or from hanging anything on the walls.

Car parking

(a) There are a limited number of resident parking bays at or near the Property
(b) Residents may apply for a parking bay permit however permits are limited and allocated at the discretion of the Manager. There is no guarantee one will be allocated.

Lockout Fee *(per event)*

Time	Fee payable
During Reception hours outlined in the Resident Handbook.	$36
After hours	$36

Access Card Replacement

Circumstance	Fee
Faulty cards	Nil
Lost, damaged or stolen	$55

Laundry

$[5] per cycle washing machine and $[5] per cycle dryer. You must supply your own cleaning materials.

Direct Debit Decline Fee

If direct debit facilities are in place and your direct debit declines, a charge of $10 is payable by you.

Residential Community Fee

$ 68 payable if you do not observe established rules within the Accommodation including, but not limited to:

- dumping rubbish other than in a designated bin store or skip;
- leaving shopping trolleys at the Accommodation;
- smoking (including vaping and e-cigarettes) within the Accommodation;
- failure to attend a meeting or induction session with Accommodation staff scheduled at a reasonable time of day during Reception operating hours with at least 48 hours prior notice; and
- noise complaints.

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Fire Alarm Activation Fee

A fee equivalent to the false fire alarm fee published by the Department of Fire and Emergency Services (DFES) for each occasion when DFES responds to an alarm activation caused by a Resident or their guest when there is no fire.

As at April 2025, the fee charged by DFES is charge of [$1337], and you will be charged this fee if you or any of your guests is applied to any resident/s or guest of resident/s who activates or causes the fire alarm to activate for any reason. If any equipment is damaged during the activation this could also result in additional costs charged to the student as per the student damage policy.

If any equipment is damaged during the activation this could also result in additional costs charged to the Resident as per the terms of this agreement.

Early Termination Fee	6 weeks of the Residence Fee as set out in clause 14.
Exceptional Early Termination Fee	4 weeks of the Residence Fee as set out in clause 15.
Deficient Cleaning Charges	If a Resident fails to keep their Room or Unit Shared Areas to a reasonable standard of cleanliness, the following fee will be payable:

Circumstance	Fee payable
First Failure Deficient cleaning of the Resident's Room or Unit Shared Areas identified during inspection**.**	No fee
Second Failure Following a failed re-inspection, further failure to complete identified cleaning of Resident's Room or Unit Shared Areas within a reasonable time of notification by the Manager.	$68 for each individual Room, communal area, bathroom, kitchen that is identified as being deficient.
Third Failure Following second failed re-inspection, further failure to complete identified cleaning of Resident's Room or Unit Shared Areas within a reasonable time of notification by the Manager.	Charges for UniLodge to engage a cleaning contractor to remedy the deficient cleaning to a reasonable standard of cleanliness.
Urgent and Special Cleaning Requirements Cleaning required to be undertaken as a matter of urgency on the grounds of hygiene, health, safety or wellbeing or that requires specialist cleaning expertise to complete.	Charges for UniLodge to engage a cleaning contractor to remedy the deficient cleaning to a reasonable standard of cleanliness.
Rubbish Removal In the event of excess accumulation of rubbish within a Room or Unit however arising.	$100 charge per bin bag or bulky item removed from the Room or Unit for rubbish removal
Furniture removal In the event that additional furniture, equipment or electrical appliances that have been brought into the Room or Unit without the Manager's permission require removal and disposal**.**	Charges for UniLodge to engage a cleaning contractor to remedy the deficient cleaning to a reasonable standard of cleanliness.

PART THREE
TERMS AND CONDITIONS

1. Licence

a. The Manager grants the Resident a licence to use:

(i) the Room exclusively; and
(ii) where the Room is in a Unit, the Unit Shared Areas in common with other occupants of the rooms in the Unit; and
(iii) the Common Areas/Facilities in the Accommodation nominated by the Manager from time to time for shared use in common with other residents of the Accommodation;

for the Term on the terms and conditions set out in this agreement.

b. The Resident acknowledges and agrees that:

(i) the Resident occupies the Room as licensee and this agreement does not create in or confer on the Resident any estate or interest in the Accommodation; and
(ii) the *Residential Tenancies Act 1987 (WA)* does not apply to accommodation for students provided by an education institution.

c. The Resident cannot and must not occupy the Room or any other part of the Accommodation until the Resident has paid the:

(i) First fortnightly Residence Fee (and if occupation is delayed beyond the first fortnight, any subsequent fortnightly Residence Fees), in advance;
(ii) Application Fee;
(iii) Facilities Fee;
(iv) Activity Fee;
(v) Departure Fee, or for Units at Twin Dolphin Hall, UniLodge and St Catherine's College - the Premium Room Departure Fee; and
(vi) Security Deposit (if applicable).

2. Shared Accommodation & Diverse Mix of Personalities

a. The Resident acknowledges that:

(i) they will be living in a shared accommodation facility, with people from all walks of life, and amongst residents with diverse range of personalities, cultures and backgrounds;

(ii) the Manager does not take resident mix into account when allocating rooms to Residents; and

(iii) The fact that the Resident dislikes or does not get along with another resident accommodated in their Unit does not give the Resident the right to relocate to another unit or demand that the other resident be relocated.

b. The Resident has taken the time to consider whether living in a shared accommodation facility is the right option for them.

3. Residence Fee & additional charges

a. The Resident must pay to the Manager the Residence Fee for the Room. The Residence Fee is to be paid in full on the relevant instalment date and the Resident must remain at least one instalment in advance at all times.

b. The Resident acknowledges that the preferred method for payment of Residence Fees is by direct debit or a lump sum payment. If the Resident chooses to pay using a different method, the Resident must pay instalments in full before the relevant instalment date.

c. Subject to clauses 14, 15 and 16, the Resident acknowledges and agrees that:

(i) The Manager will not refund any part of the Residence Fee or any Resident Charges if the Resident vacates the Room before the expiry of the Term.

(ii) If the Residence Fee or any Resident Charge is not paid when due, then it may be deducted from any Security Deposit held.

(iii) If the Resident is a Curtin Student and the Resident does not pay the Residence Fee or any

Resident Charges when due, then the Manager may cause Curtin University , on prior written notice to the Resident, to place a sanction on the Resident's university student account in relation to any amount owing. The Manager must arrange for the sanction to be cleared as soon as the Resident has paid the full amount owing and/or the matter is resolved.

(iv) If the amount of the Security Deposit is insufficient to pay any outstanding Residence Fee or any Resident Charges, or any other sum owed under this agreement, the Resident still remains liable to pay the balance owed.

d. The Residence Fee includes all costs for the supply of utilities, including internet access for study purposes.

e. The Resident must pay to the Manager on demand all Resident Charges in accordance with this agreement or as specified in the Part Two (Resident Charges Schedule):

   a. The Upfront Fees and Charges listed in Part Two (Resident Charges Schedule) are mandatory fees.

   b. Other Fees & Charges listed in Part Two (Resident Charges Schedule) must be paid in full whenever the service or cost is incurred.

f. The Manager may on-cost any transaction fees (credit/debit card surcharges, direct debit declined fees, default fees) or enforcement fees that are charged in connection to any payment made by a Resident pursuant to this agreement.

4. Security Deposit/Vacating

a. The Resident must pay the Security Deposit before the Occupancy Start Date and before commencing occupation of the Room or any other part of the Accommodation, and during any further period in which the Resident may occupy the Room if they are not studying at Curtin. This requirement to pay a Security Deposit also extends to Curtin College, Curtin English and Canning College students.

b. The Manager may at any time deduct from the Security Deposit any arrears of the Residence Fee, Resident Charges or any other amounts which may be owing pursuant to this Agreement.

c. If the Manager makes a deduction from the Security Deposit during the Term in accordance with this agreement (including the costs identified at clause 4g), then the Resident must promptly make an equivalent payment to the Manager so as to restore the undrawn balance of the Security Deposit to the quantum required by this agreement.

d. If the Resident is a Curtin student, and the Resident does not pay a Security Deposit, the Manager may, on prior written notice to the Resident, cause Curtin to place a sanction on the Resident's university student account in relation to any amount owing. The Manager must cause the sanction to be cleared as soon as the Resident has paid the full amount owing and/or the matter is resolved.

e. If the Resident does not pay an account for any arrears of the Residence Fee, Resident Charges or any other amounts which may be owed pursuant to this agreement, the Manager may refer any outstanding fee to a debt collection agency. The debt collection agency will attempt to recover the debt owed by the Resident, as well as fees for the debt collection agency's engagement.

f. If, in the Manager's reasonable opinion:
   (i) The Room (including the Room's furnishings and furniture) is damaged; or
   (ii) The Room following vacation by the Resident, is not left in a clean and habitable condition;
   (iii) The Resident has damaged any other part of the Accommodation or furniture/equipment provided therein,

Then the Manager may deduct from the Security Deposit the costs of any cleaning, repairs or replacement of damaged items (**Damage Cost**). If the Security Deposit does not cover the total Damage Cost, the Resident must pay to the Manager any further amount required on demand. If the Resident is a Curtin student, the Manager may, on prior written notice to the Resident, place a sanction on the Resident's university student account. The Manager must arrange for the sanction to be cleared as soon as the Resident has paid the full amount owing and/or the matter resolved.

g. The Manager must return any remaining balance of the Security Deposit to the Resident within 14 days of the Resident vacating the Room, or within a reasonable time after the Manager has finalised any cleaning, repairs or replacement of items required to the Room or the Unit (which may exceed 14 days).

h. The Resident acknowledges and agrees that the Manager is entitled to any interest earned on the Security Deposit.

5. Use of Room

The Resident acknowledges and agrees that the Resident must:

a. only use the Room as a private residence;

b. not assign, sub-let or part with possession of the Room to any person;

c. not cohabitate with a partner, or allow any person to stay in the Room overnight, unless in accordance with **clause 22**;

d. if a person is staying in the Room without authorisation by the Manager pursuant to **clause 22**:

   (i) immediately cause the person to cease occupying and leave the Room; and
   (ii) pay to the Manager the Unauthorised Guest Fee in respect of the period of unauthorised use or occupation of the Room by that person;

e. not use the Room or the Unit for any immoral or illegal use or in conjunction with any form of commercial activity (as determined by the Manager, acting reasonably);

f. not allow any visitor or any other person to enter and/or remain in the Accommodation unless with the permission of the Resident and must ensure that all visitors comply with the terms of this agreement and the rules set out at **clause 6**; and

g. pay for any damage (including cleaning required) to the Accommodation caused or contributed to by the Resident, any visitor or any other person at the Accommodation, with the Resident's express or implied permission.

6. Rules

The Resident must comply with:

a. all reasonable rules in respect of the use of the Accommodation as notified to the Resident by the Manager from time to time;

b. the Resident Handbook;

c. the Student Charter;

d. if a Curtin Student, the Curtin University Student Discipline and Student Misconduct Rules;

e. if a Non-Curtin Student, the student discipline and general misconduct rules of the institution they are enrolled with, and the rules identified at **clause 6d** – as if they were a Curtin Student;

f. the By-Laws.

7. Resident obligations

The Resident must, at all times, during the Term:

a. meet the Eligibility Criteria;

b. notify the Manager immediately if the Resident no longer meets the Eligibility Criteria;

c. not cause any damage to the Accommodation and pay to the Manager on demand the cost of repairs caused by any act, omission or default of the Resident or the Resident's visitors;

d. 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, the Unit, the Unit Shared Areas and the Common Areas/Facilities in the same condition as they are at the Occupancy Start Date and as stated in the Property Condition Report;

e. promptly report any damage to any part of the Accommodation to the Manager;

f. keep all personal items wholly within the Room or in their allocated cupboard/shelf in the common shared areas;

g. keep all sanitary and water services, electrical and gas installations of the Room and the Unit in good working order and not tamper with any of them;

h. keep the Room and Unit in a clean, hygienic and sanitary condition, free from dirt, oil, grease and vermin;

i. not litter or damage the gardens and grounds within and surrounding the Accommodation;

j. notify the Manager in writing of any loss, damage or defect at or within the Room or Unit Shared Areas as soon as possible and no later than one day after the occurrence of any such loss, damage or defect;

k. replace or, at the Manager's election, pay for all loss or damage to the Accommodation that is caused or contributed to by any act, omission or default of the Resident or the Resident's visitors;

l. provide all assistance, as requested by the Manager in relation to any insurance claim in relation to the Accommodation or made as a result of the Manager exerting its rights under this agreement;

m. permit the Manager to enter and inspect the Accommodation pursuant to clause 10;

n. indemnify the Manager against any loss, liability, costs or expenses incurred or suffered by the Manager, arising from or in connection with any damage to the Accommodation or any loss of or damage to anything in or near the Accommodation, caused or contributed to by the Resident's act, negligence or default, or some danger created by the Resident;

o. remove any obstruction referred to in clause 8(k) or 8(c) and if the Resident does not or is not capable of immediately removing the obstruction, allow the Manager to remove the obstruction at the Resident's cost without the Manager being responsible to the Resident for any loss or damage which may result during removal of the obstruction;

p. notify the Manager immediately if the Resident's student status changes or if the Resident withdraws from or suspends their course of study, despite the Term and any Residence Fee paid in advance;

q. provide the Manager with an appropriate Emergency Contact; and

r. give immediate notice to the Manager of any infectious illness occurring in the Room. If required, the Manager will arrange for fumigation and cleaning of the Room and the Unit, which may be at the Resident's cost, if demanded by the Manager.

7A. Cleanliness and Deficient Cleaning Charges

a. The Resident must keep the Room in a clean and tidy condition at all times.

b. Keeping the Unit Shared Areas clean and tidy is the shared responsibility of all residents of that Unit.

c. If the Resident fails to comply with 7A(a) or (b), the Manager may charge the Resident the applicable Deficient Cleaning Charge.

d. Where a Deficient Cleaning Charge relates to the Unit Shared Areas, the Manager may, acting reasonably, charge that cost wholly to one resident of the Unit or apportion it between the residents of the Unit. In deciding how to charge or apportion a Deficient Cleaning Charge under this clause, the Manager must have regard to:

   (i) the cause of the deficient cleaning; and

   (ii) the efforts made by each resident of the Unit to remedy the deficient cleaning identified.

8. Prohibitions

The Resident must not, during the Term:

a. do or permit to be done anything at or within, or bring to or keep anything at or within the Accommodation which may knowingly impact the conditions of, or increase the usual premium of any insurance policy providing coverage in relation to the Accommodation;

b. do anything in or about the Accommodation which in the Manager's reasonable absolute opinion is noxious, offensive, audibly or visually a nuisance or which interferes with the orderly operation of the Accommodation, including without limitation, consuming alcohol, using illegal substances or smoking (including vaping and e-cigarettes, and smoking of medically prescribed substances) in the Accommodation or being in the Accommodation while intoxicated;

c. interfere with, obstruct access to or overload the services supplied to the Accommodation or otherwise carry out works which interfere with the services;

d. without prior approval from the Manager, use any method of heating, cooling or lighting in the Accommodation other than those provided by the Manager;

e. use the facilities in or about the Accommodation for any purpose other than that for which they were intended;

f. place anything in the toilets, basins, sinks or drains which they were not designed to receive;

g. make alterations or additions to the Accommodation, 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 Accommodation;

h. keep any live animal, bird or pet at the Accommodation or encourage any wild or stray animals, birds or pets animals to reside within, or visit the Accommodation;

i. change any lock to the Accommodation or part with possession of any key/card(s) to the Accommodation;

j. affix any signs or posters to the interior or exterior of the Accommodation;

k. obstruct or permit to be obstructed any part of the Unit Shared Areas or Common Areas/Facilities, including by any meeting of persons;

l. wedge or otherwise force open the doors to and from the Room, Unit Shared Areas, Common Areas/Facilities or the Building including without limitation perimeter doors and fires doors to and within the Building;

m. do anything that threatens the safety or wellbeing or harasses anyone at the Accommodation, whether verbally or in writing, or which affects the quiet use and enjoyment of the Accommodation by others;

n. engage in behaviour that does not respect the rights, attitudes or beliefs of other persons;

o. keep any weapons or hunting equipment anywhere within the Accommodation;

p. bring any illegal drugs, drug paraphernalia or other illegal substances (including prescription medicines which is not specifically prescribed for your personal use) onto the Accommodation;

q. continue to occupy the Room if the Resident does not meet the Eligibility Criteria during the Term, unless the Manager has approved the Resident's continued occupation in writing;

r. continue to occupy the Room following a change to the Resident's student status, or withdrawal from or suspension of the course of study on which their eligibility is based, unless the Manager has approved the Resident's continued occupation in writing;

s. use faulty electrical equipment or electrical equipment that does not conform to Australian Standards or other items that may pose a health and safety risk to other residents or the Accommodation;

t. use any equipment which will or is reasonably likely to overload the cables, switchboard or sub-boards through which electricity is conveyed to the Accommodation; and/or

u. remain in any Common Areas/Facilities after the closing time published by the Manager from time to time.

v. duplicate or clone any access key/card/fob issued for the purpose of accessing the facility.

w. allow any third party to possess or use any access key/card/fob that has been issued to the Resident for the purpose of accessing the facility.

x. leave any rubbish or any of their personal possessions in the Unit Shared Areas (other than any space expressly provided to the Resident for the purpose of storing the Resident's personal items).

9. Exclusion of liability

The Resident acknowledges and agrees that the Manager is 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 Building or Accommodation (whether there lawfully or not);

b. any malfunction, breakdown, interruption or failure in relation to the supply of services to the Accommodation or in relation to the electrical or fire equipment or any other plant, equipment or machinery in or serving the Accommodation;

c. any accident, damage or malfunction affecting the Accommodation including, without limitation, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables;

d. damage to, destruction of or theft of any property or vehicle (including anything in your Room, Unit or the Accommodation or in any vehicle parked in or nearby the Accommodation) however caused; and/or

e. any damage, loss, injury or death except to the extent it is caused or contributed to by the Manager.

10. Manager's right of entry

The Manager and/or its authorised representatives and contractors may hold a key/card to access the

Room and the Unit and may enter or provide entry to the Room and/or the Unit:

a. immediately without notice to the Resident if, in the Manager's reasonable opinion, there is an emergency, which includes to protect the health or welfare of any person;

b. without notice to the Resident, at a reasonable time during the day:

   (i) to maintain, clean or repair the Room and/or the Unit;
   (ii) to maintain, repair or alter the services;
   (iii) to investigate or remediate any risk to the health, safety, welfare and wellbeing of any Resident; and/or
   (iv) to investigate any allegation of a breach by the Resident;

c. with reasonable prior notice to the Resident, at a reasonable time during the day:

   (i) to inspect the Room, the Unit and/or any vacant rooms within the Unit; and/or
   (ii) to show the Room, the Unit and/or any vacant rooms within the Unit to prospective residents and/or their representatives.

11. Property Condition Report

a. On the Occupancy Start Date, the Manager will provide the Resident with a report detailing the condition of the Room and Unit Shared Areas (if any) as at the Occupancy Start Date **("Property Condition Report").**

b. The Resident must review the Property Condition Report, and confirm its accuracy return one signed copy to the Manager within 2 days of receiving the Property Condition Report.

c. If the Resident disagrees with any information contained in the Property Condition Report, then the Resident must note their disagreement in the relevant sections (with any supporting evidence attached) on at least one copy of the Property Condition Report before returning that copy to the Manager in accordance with **clause 11b**. The Manager may either accept the disputed items or reinspect the relevant area to verify the accuracy of its initial assessment and correct its assessment if warranted.

   If the Resident does not give a copy of the Property Condition Report back to the Manager within the timeframe described at **clause 11b**, then the Resident is taken to have accepted the report as a true and accurate description of the condition of the Room and Unit Shared Areas (where relevant) as at the Occupancy Start Date. The Property Condition Report when signed by both the Manager and the Resident will be conclusive proof as to the condition of the Room and the Unit and the contents at the Occupancy Start Date.

12. Breach by Resident and termination by the Manager

a. The Resident is in breach of this agreement if:

   (i) the Resident's student status changes;
   (ii) the Resident withdraws from or suspends the course of study on which their eligibility is based during the Term, unless the Manager has approved the Resident's continued occupation in writing;
   (iii) the Resident doesn't pay the Residence Fee or Resident Charges under this agreement; or
   (iv) the Resident breaches any rule set out in the Resident Handbook, the By-Laws, or any other Curtin University's statutes, rules, orders, policies and procedures as published and/or available on its website.

b. If the Resident breaches this agreement, the Manager will give the Resident notice of the breach (**Breach Notice**). If the breach is capable of being remedied, the Breach Notice will include a

reasonable opportunity for the Resident to remedy the breach, which period will not be less than 5 business days (**Remedy Period**).

c. At the expiry of the Remedy Period if the Resident has not remedied the breach to the Manager's reasonable satisfaction, the Manager may terminate this agreement by entering the Room and re-taking possession of the Room.

d. If the breach is not capable of remedy (in the Manager's reasonable opinion), the Manager may, on giving the Resident 10 business days' notice, terminate this agreement by entering the Room and re-taking possession of the Room.

e. The Manager may terminate this agreement with immediate effect and re-take possession of the Room if the Manager reasonably believes that the nature of the Resident's breach poses a threat to the safety of other occupants or staff at the Accommodation.

13. Consequences of early termination by the Manager for breach by Resident

The Resident acknowledges and agrees that upon termination of this agreement under **clause 12**:

a. the Resident must peaceably and quietly deliver to the Manager vacant possession of the Room and each and every part of the Manager's property in it;

b. any right the Manager may have against the Resident at law will not be compromised or prejudiced and the Manager may pursue the Resident for any loss or damage suffered, including unpaid Resident Charges;

c. the Resident will indemnify the Manager for any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any breach of this agreement by the Resident and any re-entry or termination of this Agreement by the Manager resulting from the breach;

d. the Resident may be referred for further consideration under the Curtin Student Discipline and Student Misconduct Rules, if grounds for such a referral exist;

e. The Resident authorises the Manger to refer any matter to any other institution they are studying at, where warranted; and

f. the Residence Fees payable by the Resident will be reduced on a pro-rata basis such that:

(iii) where the Resident pays the Residence Fees on a fortnightly basis, the Resident will not be required to pay any Residence Fees after this agreement ends; and

(iv) where the Resident paid the Residence Fee in full in advance, the Manager will refund that portion of the Residence Fees paid by the Resident which relate to the period after this agreement ends.

14. Early Termination by the Resident

a. The Resident may request early termination of this agreement by submitting a written request for early termination with a minimum of two weeks' notice.

b. The Resident must continue to pay the Residence Fee until the early termination date agreed by the Manager (**Early Termination Date**) and notified to the Resident (**Early Termination Notice**).

c. On receipt of the Early Termination Notice and before vacating, the Resident must pay:

(i) an early termination fee equivalent to an additional 6 weeks of the Residence Fee (**Early Termination Fee**); and

(ii) all outstanding Residence Fee and Resident Charges for the period up to and including the date on which the Resident vacates the Room.

d. The Early Termination Fee, any outstanding Residence Fee or Residence Charges cannot be deducted from the Security Deposit unless agreed in writing with the Manager.

e. If the Resident vacates on the Early Termination Date and the Resident has paid the Early Termination Fee, the Manager will refund a proportionate amount of that Early Termination Fee if a replacement resident is found within 6 weeks of the Early Termination Date.

f. If the Resident does not vacate on the Early Termination Date, this agreement will continue on its existing terms and conditions and will not terminate.

g. Despite **clause 3(c)**, if the Resident complies with all its obligations under this clause and under **clause 17**, following termination (where agreed by the Manager under this **clause 14)** the Manager will refund to the Resident the balance of any Residence Fee paid in advance to the Manager.

h. Early termination of this agreement does not affect any claim that the Manager has against the Resident in respect of any unremedied breach of this agreement arising before termination.

15. Early Termination in Exceptional Extenuating Circumstances

a. the Manager may (at its entire discretion) agree to early termination of this agreement if the Resident:

   (i) provides the Manager with as much prior notice as practically possible of the Resident's request for early termination due to exceptional extenuating circumstances (**Exceptional Request)**; and
   (ii) provides supporting documentation to verify the Exceptional Request as reasonably requested by the Manager.

b. If the Manager notifies the Resident in writing that the Manager agrees to early termination of this agreement following an Exceptional Request (**Exceptional Early Termination Notice**) termination will be subject to the Resident:

   (i) vacating the Room within 10 days (or any longer period reasonably required in the circumstances for the Resident to vacate the Room) (**Exceptional Termination Date**); and
   (ii) paying to the Manager before vacating:
      (I) a termination fee equivalent to an additional 4 weeks of the Residence Fee (**Exceptional Early Termination Fee**); and
      (II) all outstanding Residence Fee and Resident Charges for the period up to and including the date on which the Resident vacates the Room.

c. The Exceptional Early Termination Fee, any outstanding Residence Fee or Residence Charges cannot be deducted from the Security Deposit unless agreed in writing with the Manager.

d. If the Resident vacates on the Exceptional Early Termination Date and the Resident has paid the Exceptional Early Termination Fee, the Manager will refund a proportionate amount of that Exceptional Early Termination Fee if a replacement resident is found within 4 weeks of the Exceptional Early Termination Date.

e. If the Resident does not vacate on the Exceptional Early Termination Date, this agreement will continue on its existing terms and conditions and will not terminate.

f. Despite **clause 3(c)**, if the Resident complies with all its obligations under this **clause 15** and under **clause 17**, following termination (where agreed by the Manager under this **clause 15**) the Manager will refund to the Resident the balance of any Residence Fee paid in advance to the Manager.

g. Early termination of this agreement does not affect any claim that the Manager has against the

Resident in respect of any unremedied breach of this agreement arising prior to termination.

16. Termination due to damage or destruction

If during the Term the Room or the Building (or any part of it) is through no fault of the Resident damaged or destroyed, or any of the services disrupted, so that the Room or the Building (or any part of it) becomes, in the Manager's reasonable opinion, unfit for habitation or use, then, the Manager may at its election terminate this agreement and on termination:

a. the Manager will refund to the Resident the balance of any Residence Fee paid in advance to the Manager; and

b. no party will have any right against the other, excluding in respect of any right or obligation owing prior to termination or any unremedied breach of this agreement.

17. Termination & yielding up

On the expiry or sooner determination of the Term:

a. the Resident must vacate the Room and peaceably and quietly deliver to the Manager vacant possession of the Room and each and every part of the Manager's property in it;

b. the Resident must remove all of the Resident's property from the Accommodation, leaving the Room and Unit Shared Areas in the same condition as set out in the Property Condition Report (except for fair wear and tear as explained in more detail in Part Two, under "Other Fees & Charges" and "Repairs Maintenance and Cleanliness");

c. the Manager may treat any Resident's property not removed as abandoned and deal with that property in any manner the Manager sees fit;

d. the Resident indemnifies the Manager against any loss, liability, costs or expenses incurred or suffered by the Manager, arising from the Manager acting under this clause 17, or damage caused to the Accommodation by the removal of the Resident's property;

e. the Resident must promptly return to the Manager all keys/access cards to the Accommodation;

f. the Resident must pay the charges for the professional cleaning, by contractors appointed by the Manager, of the Room including the carpet in the Room and if the Room forms part of a Unit, the charges payable by the Resident will also include a proportion of the charges payable for the professional cleaning of the Unit Shared Areas as the Manager reasonably calculates; and

g. the Resident must dispose of all rubbish from the Room and the Resident's rubbish from the Unit (including the Unit Shared Areas) appropriately and hygienically.

18. Re-location

a. The Resident acknowledges and agrees that the Manager may at any time during the Term:

   (i) on giving 7 days' written notice to the Resident, offer the Resident to relocate to permanent alternative accommodation within the Campus;

   (ii) if at the Occupancy Start Date or during the Term, the Room is not available for use as accommodation, offer the Resident to relocate to temporary alternative accommodation within the Campus or off-Campus;

   (iii) if the Manager determines that a fire, critical incident or emergency has occurred, or that the Room is not suitable for occupation, offer the Resident to relocate to temporary alternative accommodation within the Campus or off-Campus.

b. If the Resident chooses to accept the offer for the alternative accommodation the Resident must

continue to pay a 'residence fee' for the alternative accommodation at the following rates:

(i) in relation to permanent alternative accommodation at that usual rate of that permanent alternative accommodation; and

(ii) in relation to temporary alternative accommodation, either:

I. determined by this agreement if the usual rate for the alternative accommodation is either the same or greater than the rate determined by this agreement; or

II. at the usual rate of the alternative accommodation if that rate is lower than the rate determined by this agreement. If the Residence Fee has been paid in full in advance and the usual rate of the alternative accommodation is less than the rate determined by this agreement, the Manager will undertake a reconciliation and reimburse the Resident the relevant amount.

c. If the Resident chooses to be relocated to permanent alternative accommodation, the Resident must on expiry of the 7-day notice period, peaceably and quietly deliver to the Manager vacant possession of the Room in accordance with the provisions set out in clause 17 and must enter into a new accommodation agreement with the Manager in relation to the relocated accommodation.

d. If the Resident chooses to be relocated to temporary alternative accommodation, the Resident will occupy that accommodation on the terms of this agreement (to the extent applicable) and must comply with all reasonable directions of the Manager in relation to the relocation process.

e. If the Resident does not within 2 days (except in the case of an emergency as contemplated by clause 18(a)(iii) in which case the time will be determined by the Manager acting reasonably) accept the Manager offer for alternative accommodation as set out in this clause 18, this agreement will be at an end and the Resident must promptly vacate the Accommodation in accordance with clause 17 and relevant clauses in this agreement.

19. Privacy and information sharing

a. The Manager will collect, use, hold and disclose the Resident's personal information in accordance with the *Privacy and Responsible Information Sharing Act 2024* (WA) (including the Information Privacy Principles under that act), the Australian Privacy Principles (*Privacy Act 1988* (Cth)) and Curtin's privacy policies and procedures.

b. Where the Manager reasonably believes there is a serious threat to the life, health, safety or welfare of any person or the public, or reasonably suspects family violence or unlawful activity, the Manager may share personal information with relevant authorities at its discretion, without the Resident's consent, in accordance with applicable privacy law.

c. Information about the Resident which may be collected by the Manager will include any information provided in accordance with this agreement or that is provided during the Term or provided as part of the application process, including access to the Resident's grades. If the Resident does not provide this information, the Manager may not be able to grant the Resident this agreement or continue to provide services to the Resident under this agreement.

d. The Resident acknowledges and agrees that the Manager may share the Resident's personal information with any person or organization where necessary to comply with, administer or enforce this agreement.

e. If the Resident is a Curtin Student, the Resident acknowledges and agrees that Curtin University may provide the Manager with personal information of the Resident (including but not limited to student status, academic performance, grades and results, and Curtin disciplinary matters), in circumstances where it considers that doing so is reasonably necessary to provide health and

wellbeing support or academic and pastoral support to the Resident.

f. Curtin University may use personal information of the Resident as part of Student Misconduct investigations undertaken pursuant to Statute No. 10 – Student Discipline, of the *Curtin University Act 1966 (WA)* or Student Ombudsman or other Federal regulator investigations undertaken.

g. Curtin University and the Manager may use personal information of the Resident to respond to incidents in accordance with clause 20 or other applicable law.

h. If the Resident wishes to request access to any personal information which the Manager holds about the Resident as a result of information collection practices pursuant to this Agreement, the Resident may contact the Manager. If the Resident does request information the Resident must provide complete details about the particular information sought, in order to assist in the retrieval of that information.

i. The Resident acknowledges that the Manager, its contractors and other project affiliated entities and their staff may use the Resident's personal information for the purposes of providing accommodation and services to the Resident under this agreement and for any purposes set out in the Resident Handbook. Curtin University and the Manager reserves the right to access and use photographic and video images of the Resident for investigations in accordance with this agreement or in accordance with the law.

20. National Code on Gender-based violence

e. Curtin University is a registered higher education provider under the Universities Accord (National Higher Education Code to Prevent and Respond to Gender-based Violence) Act 2025 (Cth) and must comply with the National Higher Education Code to Prevent and Respond to Gender-based Violence made under that Act (**National Code**). The terms “Disclosure” and “Formal Report” in this clause 20 have the meanings given to them in the National Code.

f. The Resident acknowledges that the Manager has obligations and responsibilities under the National Code in respect of all residents.

g. The Resident acknowledges that Gender-based Violence under the National Code means any form of physical or non-physical violence, harassment, abuse or threats, based on gender, that results in, or is likely to result in, harm, coercion, control, fear or deprivation of liberty or autonomy.

h. If a Disclosure or Formal Report is made to the Manager then the Manager will handle any Disclosure or Formal Report, or request for support in relation to, Gender-based Violence in accordance with the National Code, including as to confidentiality. The Resident can find the details of how to make a Disclosure or Formal Report or access support in the Resident Handbook.

i. The Resident acknowledges that the Manager may share the Resident’s information provided in connection with this agreement and the Accommodation with Curtin University and its agents for the purposes of complying with the Manager’s and Curtin University’s (and its agents’) obligations under the National Code.

j. The Resident agrees to complete training and education regarding prevention and responding to Disclosures under the National Code, at the Manager’s cost

k. .

l. In addition to the Manager's relocation rights under clauses 12 (taking possession for breach) and 18 (re-location), the Manager may take all necessary immediate action proportionate to the risk arising from a Disclosure or Formal Report under the National Code to protect the safety of all residents and staff at the Accommodation, and this may include relocating the Resident to alternative accommodation or removing the Resident from the Accommodation and/or arranging available urgent support services. Any removal under this clause will be actioned having regard to the Manager's duty of care and, where relevant, subject to procedural fairness protections described in the Manager's policies and/or the University's policies and procedures as published and/or available on its website.

m. The Resident acknowledges that information about Disclosures, Formal Reports and related incidents under the National Code may be collected, held and reported by the Manager (and where necessary shared with Curtin University and the relevant government departments) in accordance with the National Code and clause **Error! Reference source not found.** (privacy and information sharing).

21. Acknowledgements and consents

a. The Resident acknowledges and agrees that the Resident has read:

(i) the Accommodation Agreement;
(ii) the Resident Handbook;
(iii) the Curtin By-Laws;
(iv) Curtin's Privacy Policy as published on Curtin's website and updated from time to time;
(v) the Student Discipline and Student Misconduct Rules; and
(vi) the Student Charter.

and agrees to comply with their provisions, as amended from time to time.

b. By signing this agreement the Resident:

(i) acknowledges and consents that the Manager may share personal information of the Resident with the Resident's nominated Emergency Contact and/or Guardian which it considers reasonably necessary to provide financial, debt, security, medical, health and wellbeing support or academic and pastoral support to the Resident and/or confirmation that the Emergency Contact and Guardian is willing to act as an Emergency Contact for the Resident.

(ii) consents to the Manager using, storing and disclosing any of the Resident's sensitive personal information that the Resident has disclosed as part of entering into this agreement and for assessing and managing the Resident's accommodation and support needs, and the accommodation in general. Sensitive personal information has the meaning given to it under the *Privacy and Responsible Information Sharing Act 2024* (WA).

(iii) understands that the Resident is not required to provide sensitive personal information, and acknowledges if the Resident chooses not to provide it, the Manager's ability to make specific arrangements for the Resident's health, safety and support needs may be limited.

(iv) may withdraw the Resident's consent at any time by contacting the Manager and that withdrawal will not affect information already lawfully used before the withdrawal was received. This withdrawal does not limit the Manager's ability to share information without consent in the circumstances described in clause **Error! Reference source not found.**(**Error! Reference source not found.**).

c. The Resident agrees to abide by the reasonable and lawful directions given by any employee or associate of the Manager in relation to the Accommodation.

d. 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 Manager as to the suitability of the Room, the Unit or the services for the needs of a particular Resident.

e. This agreement is governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the courts of Western Australia.

22. Guests

a. Subject to the Cumulative Night Limit (defined below) not being exceeded, the Resident may have a guest stay overnight in the Room for a period of up to two consecutive nights **("Consecutive Night Limit")**, without charge, with the Manager's approval.

b. The Resident may have a guest stay overnight in the Room for a cumulative total of 10 nights per semester **("Cumulative Night Limit")**, without charge.

c. The Resident must pay the Unauthorised Guest Fee for:

   (i) each consecutive night that a guest stays in the Room in excess of the Consecutive Night Limit; and
   (ii) each night that a guest stays in the Room in excess of the Cumulative Night Limit,

   except those occasions where the Manager has authorised the Resident in writing to have a guest stay in the Room on that night.

23. Notices

a. The Manager may give a notice to the Resident:

   (i) personally to the Resident;
   (ii) by delivering the notice to the Room; or
   (iii) by email, addressed to the Resident's email address provided under the section of this agreement headed "Your Details".

b. Notice is taken to be received on the date personally delivered to the Resident or the Resident's Room or the date sent by email.

c. The Resident may give a notice to the Manager by email, to the following email address:

   reservations@curtin.edu.au

PART FOUR
SPECIAL CONDITIONS

Special Condition	Provision
Nil	There are no special conditions applicable to this agreement

PART FIVE
ACCEPTANCE
EXECUTED AS AN AGREEMENT

Resident	
Acknowledgement	By signing below, the Resident: • agrees to all terms and conditions set out in this agreement. • consents to the disclosure of personal information with the Resident's nominated Emergency Contact and/or Guardian in accordance with 21b(i).
Resident Signature(s)	✍ **Date**
Guardian Guarantee	*A Guardian must sign if Resident is under 18 years of age on the Contract Date.*
Acknowledgement	By signing below, as the legal guardian of the Resident, as consideration for the Manager agreeing to enter this agreement, I agree to guarantee the performance of the Resident's obligations under this agreement and the payment of all amounts to be paid under this agreement by the Resident to Manager.
Guardian Signature	✍ **Date**
Print Guardian Name	
Guardian Address	
Guardian Email address	
Guardian Telephone	
Acknowledgement	Signed by an Authorised Person for **Unilodge Australia Pty Limited (Manager)**, as agent for **Curtin University**
Signature	✍ **Date**