RESIDENTIAL AGREEMENT

{{Room_Location_Description}}

Date	This agreement is made on
Parties	
1.	UniLodge Auckland Limited, NZ company number, 1012051 as duly authorised agent for the Client here **(UniLodge);**
2.	{{Name_First}} {{Name_Last}} **(Resident);** {{Email}}

This Agreement is a legally binding document, the terms of this agreement, the Residential Rules, Resident Handbook and University Student Code of Conduct form part of this agreement. You must ensure that you understand the implications of what you are agreeing to, as the conditions will be enforced. If you are unsure about any of the terms, we suggest you contact a community law centre or Youth Law who provide free legal advice to anyone under the age of 25 years old. If you are under the age of 18 years old, this Agreement must be signed on your behalf by your parent or guardian.

In this agreement, the following commercial terms and definitions, as set out in the Schedule, apply:

Schedule

TERMS	
Building	{{Room_Location_Description}}
Room Type	{{Room_Type_Description}}
Start Date	{{Contract_Date_Start}}
End Date	{{Contract_Date_End}}
Term Session	{{Term_Session_Description}}
Residential Fee	$ * per fortnight Payable in advance by fortnightly instalments during the Term, as per the payment schedule or in one lump sum before the Start Date. ** This residential fee is inclusive of Utilities and if your listed term includes Catering, it will be inclusive of your catering.*
Other Fees	$XXX – Administration Fee $XXX – Residential Life Fees $XXX – Contingency fee
DEFINITIONS	

SAMPLE

Accommodation	The Room, the Building and the Common Areas/Facilities.
Accommodation Management	The management staff of Property here appointed by the Manager, including the Property Manager - Operations, Senior Residential Life Manager, Asset and Facilities Manager, Senior Night Manager, Residential Life staff, Night staff, General Manager Portfolio, and the Regional General Manager
Application	The application for accommodation submitted by the Resident prior to this agreement.
Common Areas/Facilities	Property here and all rooms, fixtures, fittings and chattels within the Property here for the shared use of residents.
Keys	If a Resident locks themselves out of the Building or Room or misplaces their key/swipe access, re-entry into the room may incur a Lockout Fee or replacement fee in accordance with attachment 1.
Laws	All laws including statutes, by-laws, regulations, and other legal requirements.
Manager	General Manager Portfolio – Canterbury, email canterbury@unilodge.co.nz for and on behalf of UniLodge, the duly authorised agent for the University of Canterbury.
Privacy Notice	The University of Canterbury Privacy Policy as updated from time to time and available at https://www.canterbury.ac.nz/privacy/. The UniLodge Privacy policy can be found at https://www.unilodge.com.au/privacy-policy. Residents should be familiar with both policies.
Room inspection Condition Report	The room condition inspection report prepared pursuant to section 13
Residence	{{Room_Location_Description}}
Resident	The resident who is a party to this agreement.
Resident Charges	The charges, in addition to the Residential Fee, to be paid by the Resident, set out in Attachment 1 of this agreement.
Resident Handbook	The handbook for the property issued to the Resident by UniLodge or on its behalf and including any variations notified to the Resident as amended by UniLodge from time to time under section 8.
Room	The room type allocated to you under this agreement (subject to clause 5 including associated fixtures, fittings and chattels.
Services	The service provided in the property as outlined in the Resident Handbook, Residential Rules, and this agreement. *Please ensure you have read and understood the material presented in these documents.*
Student Code of Conduct	The Student Code of Conduct or any successor statute, as outlined in the Resident Handbook as updated by us from time to time and includes the student disciplinary procedures established under the Student Code of Conduct. The University of Canterbury Student Code of Conduct can be found at this link: https://www.canterbury.ac.nz/support/concerns/students/student-code-of-conduct/
Term	The term of this agreement commencing on the Start Date and expiring at 10:00am on the End Date of this agreement, unless otherwise agreed by both parties.
University	The University of Canterbury. (Or other approved tertiary education provider).
University Grievance Coordinator	University representative with whom a Resident can escalate their concerns or grievances if they are not addressed successfully by the Manager.

Terms and Conditions

1. Agreement

1.1. UniLodge grants to the Resident, and the Resident accepts, an agreement to use:

1.1.1. the Room exclusively; and

1.1.2. the common areas and facilities in the Accommodation (excluding other rooms that are licensed or may be licensed to other residents) in common with other occupants of the rooms,

SAMPLE

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

1.2. The Resident acknowledges and agrees that:

1.2.1. 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

1.2.2. this agreement is not a residential tenancy agreement for the purpose of the Residential Tenancies Act 1986 (NZ).

2. Term

2.1. The Resident must not occupy the Room beyond the Term, except where UniLodge has agreed to extend the Term and, on such terms, and at such further Residential Fee as determined by UniLodge.

3. Residential Fee & Additional Charges

3.1. The Resident must pay UniLodge the Residential Fees for the Room as set out in the Payment Schedule. The Residential Fee is to be paid in full on the relevant instalment date and the Resident must ensure that they have the appropriate credit on their account, as per the payment schedule.

3.1.1. The Residential Fee will be presented on the UniLodge Resident Portal has broken into Accommodation, and then where applicable Catering, Utilities, and any additional charges.

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

3.2.1. no refund of the Residential Fee, in full or in part, will be made if the Resident vacates the Room prior to the expiry of the Term.

3.2.2. if the Residence Fee is not paid when due, then it will be deducted from the Contingency fee and

3.2.3. should the amount of the Contingency fee be insufficient to any outstanding Residential Fees the Resident will be liable to pay the difference.

3.3. The Residential Fee includes all costs for the supply of utilities.

3.4. The Residential Fee excludes parking.

3.5. The Resident must pay UniLodge on demand all Resident Charges as set out in Attachment 1.

4. Contingency Fee/Vacating

4.1. UniLodge may at any time deduct from the Contingency Fee any arrears of the Residential Fee, Resident Charges or any other amounts which may be owing to UniLodge

4.2. If in the judgement of the Accommodation Management:

4.2.1. the Room following vacation by the Resident, is not left in a clean and habitable condition; or

4.2.2. damage has been caused to any part of the Room or the furniture, fittings or equipment in the Room,

4.3. UniLodge may deduct from the Contingency Fee, the costs of any cleaning, repairs or replacement of items required. If the Contingency Fee does not cover all those costs, the Resident must pay UniLodge any further amount required on demand.

4.4. UniLodge must return any remaining balance of the Contingency fee to the Resident within 4 weeks of the Residents contract completion date, or within a reasonable time after UniLodge has arranged and finalised any cleaning, repairs or replacement of items required to the Room. The Contingency fee returned would be less any unclaimed communal charges, and/or charges

4.5. The Resident acknowledges and agrees that UniLodge is entitled to any interest earned on the Contingency Fee.

5. Use of Room

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The Resident acknowledges and agrees that the Resident must:

5.1. only use the Room exclusively as a private residence;

5.2. not assign, sub-let or part with possession of the Room to any person, cohabitate with a partner (unless agreed with UniLodge for room types that are for the use of couples), or allow any person that is not approved by UniLodge to stay in the Room at any time, and:

5.2.1. if Unilodge does approve an additional occupant, the Resident must pay UniLodge the Guest Fee set out in Attachment 1; and

5.2.2. if UniLodge does not approve a person as an additional occupant, and an additional occupant has been residing in the Room, the Resident must:

5.2.2.1. immediately arrange for that person to leave and cease to cohabitate with the Resident and use or occupy the Room; and

5.2.2.2. pay to UniLodge the Guest Fee set out in Attachment 1 in respect of the period of unauthorised use or occupation of the Room by that person;

5.3. not use the Room for any immoral or illegal use or in conjunction with any form of commercial activity (as determined by UniLodge);

5.4. 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, as well as associated residential rules; and

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

6. Catering

This clause applies to Residents whose Term and Residential Fee includes full catering:

6.1. The Residential Fee includes up to 21 meals per week for the length of the agreement.

6.2. The meal component of the Residential fee is not transferable or refundable.

6.3. Where optional partially catered packages are offered and accepted by Residents, the terms of that agreement must be followed.

7. Self-Catering

This clause applies to Residents whose Residential Fee does not include catering:

7.1. The Resident must use the allocated kitchen in Property here for the purpose of meal preparation and consumption.

7.2. The resident should take steps to ensure safe and reasonable use of equipment and space

8. Residential Rules and Conduct Process

8.1. The Resident must comply with all residential rules in respect of the use of the Accommodation as notified by UniLodge from time to time or as set out in the Resident Handbook and Residential Rules or the Parking and Traffic Statute applicable from time to time.

8.2. UniLodge agrees to provide an environment that is managed in accordance with the Residential Rules and Student Code of Conduct which aim to foster personal development and encourage a sense of community and association with fellow residents

8.3. UniLodge agrees to provide a conduct management process which is fair and transparent in instances where alleged misconduct and breaches of the Residential Rules occurred at the Property

SAMPLE

9. Resident obligations

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

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

9.2. keep all floor coverings, walls, ceilings, windows (including glass), window treatments, doors and all furniture, fixtures and fittings and household equipment in or at the Room and the Common Areas/Facilities in the same condition as they are at the Start Date and as stated in the Room Condition Inspection Report;

9.3. keep all personal items wholly within the Room, or with consent and subject to the UniLodge's direction, in the Common Areas/Facilities;

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

9.5. keep the Accommodation in a clean and sanitary condition, free from dirt, mould, oil, grease and vermin;

9.6. keep garden beds and the grounds within or adjoining the Accommodation free of refuse, debris and kitchen spoils such as fats, oils and cigarette butts;

9.7. notify UniLodge or the Accommodation Management immediately in writing of any loss, damage or defect at or within the Accommodation and in any event, no later than one working day after the occurrence of any such loss, damage or defect;

9.8. 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;

9.9. provide all assistance, as requested by UniLodge or the Manager in relation to any insurance claim;

9.10. permit the Accommodation Management to enter and inspect the Accommodation pursuant to clause 12;

9.11. notify UniLodge or the Accommodation Management 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 Residential Fee paid in advance; and

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

10. Prohibitions

The Resident must not, during the Term:

10.1. do or permit to be done anything at or within, or to bring or keep anything at or within the Accommodation which may in any way impact the conditions of, or increase the premium of, UniLodge's insurance policy for the Accommodation;

10.2. do anything in or about the Accommodation which in the Manager's 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 in the Accommodation or being in the Accommodation whilst intoxicated;

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

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

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

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

SAMPLE

10.7. 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;

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

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

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

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

10.12. wedge or otherwise force open the doors to and from the Common Areas/Facilities or the Building including without limitation perimeter doors and fires doors to and within the building; Tampering with Lifesaving equipment could lead to conduct proceedings and/or fines as per Residential Rules

10.13. do any act which, in the Manager's opinion, threatens the safety or wellbeing or harasses any other occupier(s), or visitor(s), or staff of the Building or the Common Areas/Facilities, whether verbally or in writing, or which affects the quiet use and enjoyment of the Accommodation and communal spaces by others;

10.14. continue to occupy the Room upon a change of the Resident's student status or if the Resident withdraws from or suspends the Resident's course of study during the Term; and

10.15. 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. Residents should take reasonable precautions to ensure that their equipment is safe for use and with NZ Voltage standards.

11. Exclusion of liability

The Resident acknowledges and agrees that UniLodge is not liable for any liability or loss resulting from:

11.1. any act or omission of any other licensee or occupier or any other person in the Building (whether there lawfully or not);

11.2. 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;

11.3. 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; and

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

12. Accommodation Management Right of Entry

Accommodation Management may hold a key/card to access the Room and may enter the Room without notice if, in the Accommodation Management's opinion, there is an emergency, concern for your safety and wellbeing or a suspected breach of this agreement by the Resident, but otherwise the Accommodation Management may enter the Room at all reasonable times during the day, with at least one days notice, for any one of the following purposes:

12.1. to maintain, clean or repair the Room;

12.2. to maintain, repair or alter the Services;

12.3. to investigate any allegation of a breach by the Resident;

12.4. subject to prior notice to the Resident, to inspect the Room or to show the Room to prospective residents and/or their representatives; and

12.5. to show any vacant rooms to prospective residents and/or their representatives.

SAMPLE

13. Room Inspection Condition Report

13.1. On the Start Date, UniLodge will prepare and provide a Room Inspection Condition Report for the Resident to complete, confirm, execute and return to UniLodge within 2 days of arrival.

13.2. The Room Inspection Condition Report will be conclusive proof as to the condition of the Room and the contents at the Start Date and will be stored as evidence.

13.3. Should the Resident omit or fail to complete and return the Room Inspection Condition Report to UniLodge within the 2 day period, the Resident will be deemed to have confirmed its contents and any defect or damage found in relation to the Room during or at the expiry or sooner determination of the Term will be deemed the Resident's responsibility and, at the Manager's discretion, must be rectified at the Resident's cost.

14. Terminating this agreement by the Resident BEFORE the Start Date

14.1. Should the Resident provide more than one calendar months' notice prior to the start date, of their intention to terminate this agreement, UniLodge will return to the Resident the Contingency Fee and Residential Life fee paid. The administration fee will be held by UniLodge.

14.2. Should the Resident provide less than one calendar months' notice prior to the start date of their intention to terminate this agreement, UniLodge will return the Contingency Fee. The administration fee and residential life fee will be held by UniLodge.

15. Terminating this agreement by the Resident AFTER the Start Date

15.1. The Resident acknowledges and agrees that a request for early termination of this agreement will only be considered if the Resident:

15.1.1. has or will withdraw their university enrolment before the census date, or if the Resident's enrolment status during a semester changes to withdrawn; and

15.1.2. submits a written request for early termination with a minimum of one week's notice; and

15.1.3. provides supporting documentation to verify the Resident's request as reasonably requested by Unilodge or the Manager.

15.2. The Resident is required to continue to pay the Residential Fee until the early termination date agreed by Unilodge and notified to the Resident.

15.3. Following receipt of the notice from Unilodge under clause 15.1.3 and prior to vacating, the Resident must pay an early termination fee equivalent to an additional 6 weeks of the Residence Fee (**Early Termination Fee**).

15.4. If the Resident vacates on the termination date agreed by Unilodge and the Resident has paid an Early Termination Fee equal to 6 weeks of the Residence Fee, Unilodge will refund a proportionate amount of that Early Termination Fee if a replacement resident is found within 6 weeks of the termination date.

15.5. The Resident must pay in full any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room prior to vacating the Room and departing

15.6. If the Resident does not pay:

15.6.1. the Early Termination Fee; and

15.6.2. any outstanding Residence Fee and Resident Charges in respect of the period up to and including the date on which the Resident vacates the Room,

this agreement will continue on its existing terms and conditions and will not terminate despite the notice from Unilodge under clause 16(b) unless and until those conditions are met.

SAMPLE

15.7. Despite clause 3(b), if the Resident complies with all its obligations under this clause 16 and under clause 19 following termination (where agreed by Unilodge under this clause 16) Unilodge will refund to the Resident the balance of any Residence Fee paid in advance to Unilodge.

15.8. Early termination of this agreement does not affect any claim that Unilodge 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 damaged or destroyed, or any of the Services disrupted, so that the Room or the Building (or any part of it) becomes, in UniLodge's judgement, unfit for habitation or use, then, Unilodge may at its election terminate this agreement and on termination:

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

16.2. 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.

16.3. Should the account be balanced, and all payments are paid in full, UniLodge will refund the contingency fee within 4 weeks.

17. Termination of this agreement by UniLodge

UniLodge reserves the right to terminate this Agreement if:

17.1. The Resident has not enrolled into full-time courses at the University by the enrolment deadline.

17.2. The Resident has provided incorrect information or withheld relevant information in relation to their application for accommodation.

17.3. The Resident has committed a material breach, or persistent breaches, of the Residential Rules or any other terms of this Agreement, including any failure to pay the Residential fee or any other amount payable under this agreement by the due date.

17.4. The Resident ceases to be eligible for University accommodation (including, without limitation, not being enrolled as a full- time student at the University, failing to meet the required academic standards, and/or not holding a valid Student Visa).

17.5. Through the Resident's own acts or omissions, or those of their guests or invitees to the Property, the Resident or their guests or invitees bring UniLodge or the University into disrepute.

17.6. UniLodge with support of the University, acting responsibly, is of the view that the Resident's state of mental or physical health makes the Resident a hazard to themselves or to other residents of the Property and that termination of this agreement is appropriate having regard to the interests of the Resident, other residents, staff and members of the community.

18. Consequences of early termination by UniLodge

The Resident acknowledges and agrees that upon termination of this agreement under clause 14:

18.1. the Resident must pay a breach termination fee equivalent to an additional 3 weeks of the Residential Fee (Breach Termination Fee) to UniLodge to compensate UniLodge for the additional costs associated with seeking and arranging a replacement resident for the Room prior to the End Date;

18.2. the Resident must peaceably deliver to Unilodge the vacant possession of the Room and each and every part of UniLodge's property in it;

18.3. the Resident will be responsible for the Residence Fee payable in respect of the balance of the Term except to the extent that Unilodge is able to licence the Room to another resident for that period;

18.4. any right UniLodge may have against the Resident at law will not be compromised or prejudiced and UniLodge may pursue the Resident for any loss or damage suffered, including for the Residence Fee for the balance of the Term or unpaid Resident Charges; and

SAMPLE

18.5. no refund of the Residential Fee will be made by UniLodge.

19. Termination & yielding up

On the expiry or sooner determination of the Term:

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

19.2. the Resident must remove all of the Resident's property from the Accommodation, leaving the Accommodation in the same condition as set out in the Room Inspection Condition Report;

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

19.4. the Resident indemnifies UniLodge against any loss, liability, costs or expenses incurred or suffered by UniLodge, arising from or in connection with Unilodge acting under this clause 19, or damage caused to the Accommodation by the removal of the Resident's property;

19.5. the Resident must promptly return to UniLodge all keys/access cards to the Accommodation; and

19.6. the Resident must be fully paid up before the departure date. UniLodge reserves the right to engage with an external debt collection agency for the recovery of outstanding fees to UniLodge, and pass on any fees/expenses incurred to the Resident;

19.7. the Resident must pay the charges for the professional cleaning, by contractors appointed by UniLodge, of the Room including the carpet in the Room, if it is not left in an acceptable state.

20. Re-location

The Resident acknowledges and agrees that Unilodge may at any time during the Term:

20.1. on giving 7 days' written notice to the Resident, relocate the Resident to permanent alternative accommodation within the University;

20.2. If at the Start Date or during the Term, the Room is not available for use as accommodation, relocate the Resident to temporary alternative accommodation either within the University or off campus; or

20.3. if UniLodge determines that a fire, critical incident or emergency has occurred, or that the Room is not suitable for occupation, relocate the Resident to temporary alternative accommodation either within the University or off campus,

20.4. and the Resident must continue to pay a 'residence fee' for the alternative accommodation at the rate determined by this agreement, except where the Residence Fee has been paid in full in advance.

20.5. If the Resident is relocated to permanent alternative accommodation, the Resident must on expiry of the 7-day notice period, peaceably and quietly deliver to UniLodge vacant possession of the Room in accordance with the provisions set out in clause 19 and must enter into a new accommodation agreement with UniLodge in relation to the relocated accommodation.

20.6. If the Resident is 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 directions of UniLodge in relation to the relocation process.

21. Privacy

21.1. The Resident is directed to the Privacy policies and statements of UniLodge, and the University of Canterbury as linked in the definitions table.

21.2. Information about the Resident which may be collected by UniLodge will include any information provided in accordance with this agreement or that is provided during the Term of this agreement. If the Resident does not provide this information, UniLodge may not be able to grant the Resident this agreement or continue to provide Services to the Resident under this agreement.

SAMPLE

21.3. UniLodge may share personal information with the University or any other person if UniLodge believes this is necessary to provide support where the Resident's health or wellbeing is in question. This includes, by not limited to information in the University Analytics for Course Engagement (ACE) system and other support services.

21.4. Should the resident be under 18 years old UniLodge will regularly communicate with the resident's legal guardians as to their Safety, Health and wellbeing.

21.5. If the Resident wishes to request access to any personal information which Unilodge holds about the Resident because of information collection practices pursuant to this agreement, the Resident may contact the Property Manager. If the Resident does request information the Resident must provide complete details about the information sought, to assist in the retrieval of that information. An access fee may be charged by UniLodge to cover the costs of providing the information.

21.6. The Resident acknowledges that UniLodge, 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.

22. Complaints

22.1. If the Resident has any concerns about their experience in the Accommodation, the first thing the Resident should do is contact the Manager and put their complaint in writing.

22.2. Should the Resident be unhappy with the outcome of their complaint the Resident can escalate it to the University of Canterbury Students' Association Advocacy and Wellbeing team, or the University Grievance Coordinator to discuss their concerns and further options. For more information on the formal complaints process, please see the Resident Handbook.

22.3. Should the Resident's concerns not be resolved by these internal grievance procedures, the Resident can then pursue an external complaint through NZQA. The Resident can submit their complaint query on the NZQA website or send an email to risk@nzqa.govt.nz. If the Resident needs more information, contact NZQA on 0800 697 296.

23. Acknowledgements

23.1. The Resident acknowledges and agrees that the Resident has read the Resident Handbook, Residential Rules and Payment Schedule provided and agrees to comply with the regulations set out in it as approved or amended by UniLodge from time to time and notified to the Resident in writing.

23.2. The Resident acknowledges and agrees that the Resident has reviewed and agrees to comply with and uphold the statutes, rules, orders, policies and procedures of the University as published and available on the University's website, and specified in the UniLodge Resident Handbook. The Resident agrees to abide by the directions given by any employee or associate of UniLodge and engaged with staff.

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

23.4. The Resident must pay us the Deposit by the Offer Expiry Date provided

23.5. The Resident must pay all owed contingencies, residential fee in advance and other fees listed above prior to your arrival.

23.6. If, due to delays in receiving a Student Visa, the Resident arrives after the contracted Period has commenced, the Resident will still be required to pay for the residential fee for the full contract Period. It is the Resident's responsibility to communicate in good time the status of their arrival.

23.7. The Resident will participate in the supportive and harmonious atmosphere in Property here, showing consideration towards other residents and Neighbours, and their property.

23.8. The Resident will engage in pastoral support offered by UniLodge and University of Canterbury staff to support wellbeing.

SAMPLE

If Accommodation Management has serious concerns regarding your welfare, safety, or behaviour then a member of Accommodation Management may:

23.9. Contact The Resident's parents and/or guardians, nominated emergency contact or financial guarantor to discuss appropriate courses of action, after discussion with the Resident.

23.10. The Resident hereby authorises the University of Canterbury to provide Accommodation management any information, and in return UniLodge to University of Canterbury, which is deemed necessary to ensure your ongoing wellbeing, and financial status and academic progression while being accommodated at Property here in line with the working partnership between UniLodge and the University of Canterbury.

23.11. The Resident hereby authorises the University of Canterbury to release to the Accommodation Management relevant information to confirm your enrolment at the University and your contact details, and details which will help and assist UniLodge to ensure your safety and care in line with The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

24. Notices

24.1. UniLodge may give a notice to the Resident by delivering the notice personally to the Resident, or by delivering the notice to the Room.

24.2. The Resident may give a notice to UniLodge by delivering the notice to the address of the Manager set out in this agreement, or by posting the notice to that address (in which case the notice will be deemed to be served on the third business day after posting).

Executed as an agreement

By signing below, the Resident agrees to all terms and conditions set out in this agreement and acknowledges receipt of a copy of all documents (either hard or soft copy) with which the Resident must comply under this agreement, namely the Resident Handbook, and Residential Rules (inclusive of the link to the University Student Code of Conduct and Land & Traffic By-Laws):

Signed by the Resident(s): _____ [Signature of Resident(s)] ___ /____/ ____[Date]

Email address of the resident_____

Guarantee

In consideration of us providing accommodation to the Resident under this agreement, the Guarantor:

- guarantees payment of all amounts owing by the Resident under this agreement, and the Resident's performance of all terms of this agreement
- indemnifies us against any loss we might suffer due to any non-payment or other breach of this agreement by the Resident.

We may treat the Guarantor as the Resident in respect of any non-payment or other breach of this agreement by the Resident and are not required to take proceedings against the Resident before taking proceedings against the Guarantor.

Name of Guarantor: _____

Address of Guarantor: _____

Telephone No of Guarantor: _____

SAMPLE

The Guarantor agrees 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 Unilodge.

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

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ATTACHEMENT 1: RESIDENT CHARGES

The Resident must pay the charges set out in this Attachment 1 as notified by UniLodge to the Resident from time to time, or otherwise in accordance with this agreement.

Prepayment Fees and Charges

All fees and charges as listed in the schedule terms must be paid on the dates specified in the offer letter.

Miscellaneous Fees and Charges

All fees and charges listed below must be paid in full whenever the service or cost is incurred. These include but are not limited to:

- **Departure Fee –** $150.00 per room paid prior to departure should the resident fail their room cleanliness departure check.
- **Unauthorised Guest Fee –** a charge of $130.00 per night for the duration of the stay of each unauthorised occupant (other than the Resident) of the Room
- **Room Move Fee –** a charge of $100.00 will apply on each occasion that the Resident requests and is granted a move from one Room to another within the UniLodge portfolio.
- **Repairs, Maintenance and Cleanliness –** The Resident is liable for any damage or loss caused by negligence or misuse of the Room as set out in this agreement and the Resident and will be charged for labour, any associated costs of repairs, special cleaning and rubbish removal.
- **Car parking per annum–** $650.00 – only at applicable properties. Sales will be open in the first month of the calendar year.
- **Lockout Fee –** The first three lockouts are complimentary – following this a charge of $50.00 is payable by the Resident if the Resident locks himself or herself out of the Building or their Room after Hours.
- **Replacement Swipe Card –** a charge of $40.00 is payable to provide a swipe card provided to the Resident if it is lost or misplaced, unless the swipe card is a Canterbury Card, in which case the Resident will liaise with UC on the replacement.
- **Replacement Keys** – a charge of $150.00 will be charged for lost keys that require replacement.
- **False Call Out Fee for Department of Fire and Emergency Services (DFES) or contracted Fire Systems company** – any charges incurred from a false fire alarm caused by the Resident or a guest of the Resident, will be on-charged to the resident.
- **Breach Termination Fee –** 3 weeks of the Residence Fee as set out in clause 18
- **Early Termination Fee –** 6 weeks of the Residence Fee as set out in clause 14
- **Late Payment Fee -** $50.00 if payment isn't made within a fortnight of the due date in the payment schedule.

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