Australian National University

Occupancy Agreement

(for a non-ANU student in multiple occupant room)

between

Australian National University
ABN 52 234 063 906

and

Occupant

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DATE

This Occupancy Agreement is effective from the Commencement Date.

PARTIES

AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906 an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth), as represented by the Residential Experience Division of Acton in the Australian Capital Territory, 2601 (**University**)

AND

The **STUDENT** or **PERSON** specified in the details below (**Occupant**)

AGREED TERMS:

DETAILS		
1.	**Occupant**	Full name
2.	**Facility**	Facility name
3.	**Room**	Means the room occupied by the Occupant.
4.	**Residential Handbook**	Means the Residential Handbook for the applicable University year available at Prospectus, residential handbook and guides.
5.	**Commencement Date**	_____ 2027
6.	**Move-in Date**	_____ 2027
7.	**End Date**	_____ 2027
8.	**Tariff**	Tariff means the tariffs specified in the Residential Fee Summary and Residential Schedule of Fees, available at: Fees & occupancy agreements.
9.	**Acceptance Fees**	Means the acceptance fees specified in the Residential Fee Summary, available at: Fees & occupancy agreements.
10.	**Room Deposit**	Means the room deposit specified in the Residential Fee Summary and Residential Schedule of Fees, available at: Fees & occupancy agreements.
11.	**Condition Report**	Means the condition report provided to the Occupant on the Move-in Date by the University.

1 The Occupant's licence to occupy the Room and access the Facility

1.1 This is an Occupancy Agreement which is provided to persons who reside in a University accommodation facility whether that accommodation is owned by, offered by or under the responsibility of the University.

1.2 The occupancy principles in section 71EA of the *Residential Tenancies Act 1997* (ACT) apply to this Occupancy Agreement.

1.3 Provided that the Occupant does not breach the terms of this Occupancy Agreement, the University grants the Occupant a licence to occupy the Room and access the Facility from the Move-in Date until the End Date.

1.4 The Occupant acknowledges that they will not acquire an estate or any other interest in the Room, other than the right to use the Room, in accordance with this Occupancy Agreement.

1.5 The Occupant agrees not to assign, rent, sub-let or otherwise transfer possession of the Room.

1.6 The Occupant acknowledges that the Room is not suitable accommodation for children and families.

1.7 If the Occupant is under the age of 18 on the Commencement Date, this Occupancy Agreement is subject to acceptance by a parent or guardian of the Occupant in the form required by the University.

1.8 No pets are permitted.

2 Tariff, Acceptance Fees and Term

2.1 Commencement of this Occupancy Agreement is subject to payment of the Acceptance Fees (which includes the Room Deposit).

2.2 The Occupant agrees to pay the Tariff, at least two weeks in advance, from the Move-in Date to the End Date (**Term**).

2.3 The Occupant acknowledges and agrees they must also:

2.3.1 pay other applicable charges and fines incurred from time to time with respect to this Occupancy Agreement as listed in the fee schedule available here: Fees & occupancy agreements;

2.3.2 pay all amounts owed under this Occupancy Agreement by direct debit from the Occupant's nominated financial institution, or by another payment method approved by the University (acting reasonably).

2.4 The Occupant acknowledges that this Occupancy Agreement is a fixed term agreement and the Occupant is committing to the Agreement for the Term.

2.5 The Occupant acknowledges that this Occupancy Agreement expires on the End Date, unless terminated earlier in accordance with this Occupancy Agreement. The Occupant is not entitled to an extension or renewal of this Occupancy Agreement, or a new occupancy agreement, in the Facility or any other University student accommodation facility. If the Occupant wishes to enter into a new occupancy agreement on expiry or termination of this Occupancy Agreement, the Occupant acknowledges they must make an application to the University using the prescribed forms.

2.6 If the University wishes to vary this Occupancy Agreement during the Term it will do so in accordance with the *Residential Tenancies Act 1997* (ACT), including by giving 8 weeks' notice in writing and notifying the Occupant of any consequential termination rights.

3 Room Deposit

3.1 The Occupant will pay a Room Deposit to the University that will be held on behalf of the Occupant during the Term of this Occupancy Agreement.

3.2 Unless clause 3.3 applies, the Room Deposit will be paid to the Occupant in full within six (6) weeks after the Occupant submits a refund application on expiry or termination of this Occupancy Agreement.

3.3 The University may deduct from the Room Deposit:

3.3.1 the reasonable cost of repairs to, or the restoration of, the Room or any Facilities, furniture or goods provided with the Room or Facilities as a result of damage (other than fair wear and tear) caused by the Occupant, in which case the University will provide the Occupant with details of the costs incurred;

3.3.2 the reasonable cost of securing the Room if the Occupant fails to return the keys for the Room to the University at the end of the Agreement; and

3.3.3 any Tariff or other amount owing and payable under the Agreement at the time the Agreement ends.

3.4 If the amount of the Room Deposit is insufficient to cover the costs and amounts specified in clause 3.3, the Occupant remains liable to the University for the outstanding amounts, which are payable on fourteen (14) days' written demand by the University.

3.5 The Occupant acknowledges that no interest earned on the Room Deposit will be paid to the Occupant.

3.6 If the Occupant does not submit a refund application for any monies held by the University (including a Room Deposit), the Occupant will not receive a refund and the liability will be written off after two years.

4 Condition Report

4.1 The Occupant must complete and sign a Condition Report within seven (7) days of the Move-in Date.

4.2 The Occupant agrees that upon the expiry or termination of this Occupancy Agreement, the Occupant will return the Room to the condition in which the Room was first provided, except for fair wear and tear.

4.3 The Occupant will notify the University immediately and no later than 24 hours, in writing, of any loss, damage, or defect to the Room caused or contributed to by the Occupant or any visitor of the Occupant or any loss or damage to the keys/access cards issued to the Occupant.

5 Residential Handbook

5.1 The Occupant acknowledges and agrees to comply with the Residential Handbook, available at: Prospectus, residential handbook and guides.

6 The Occupant's obligations

6.1 General

6.1.1 During the Term the Occupant agrees:

(a) to use the Room as the Occupant's residence;

(b) to abstain from behaviour that would cause unreasonable annoyance or nuisance to the University or other occupants of the Facility;

(c) to seek the prior written consent of the University before making any alterations, additions, or improvements to the Room, including removing any fixtures, fittings, or other equipment;

(d) to pay for or reimburse the University for any damages the Occupant causes or permits to occur to the Room or the Facility (except for fair wear and tear);

(e) to prevent the obstruction of any public areas of the Facility;

(f) not to use any equipment or device that is reasonably likely to cause damage to the Room or Facility;

(g) to comply with lawful notices;

(h) to comply with reasonable directions from the University in relation to access to, use of or occupation of the Room or Facility, the safe and effective operation of the Facility (including the wellbeing or safety of the Occupant and other occupants of the Facility) and/or the University;

(i) to notify the University of any infectious illness or pest of which the Occupant becomes aware that may require the fumigation or disinfection of the Room or Facility;

(j) without limiting clause 4.3, to maintain the Room in good order and condition and promptly notify the University of any damage or fault in the Room of which the Occupant becomes aware and/or any requirement for maintenance which is apparent to the Occupant;

(k) to take reasonable care to avoid damaging the Room and the Facility;

(l) not to use the Room or any part of the Facility for:

(i) any illegal purpose (including unlawful gambling);

(ii) any purpose that is intended to cause harm to the Occupant or others; or

(iii) commercial activities;

(m) to follow all reasonable directions from representatives of the University or ACT Health or other authorities in relation to compliance with COVID-19 protocols; and

(n) to comply with the terms of this Occupancy Agreement.

6.2 Behaviour

6.2.1 During the Term, the Occupant agrees not to cause, contribute to, or engage in unacceptable or unlawful behaviour in connection with the Occupant's use or occupation of the Room or Facility.

6.2.2 The Occupant acknowledges the University will require them to make

disclosures in relation to certain criminal charges and prior findings of misconduct before the Move-In Date and as reasonably required during the Term.

6.2.3 During the Term, the Occupant agrees not to engage in unacceptable behaviour in connection with the Occupant's use or occupation of the Room or Facility. Specifically, the Occupant agrees not to:

(a) intentionally cause injury or harm to another person;

(b) cause real or perceived violence or threats of violence, including gender-based violence;

(c) engage in any sexual misconduct;

(d) bully or intimidate another person;

(e) cause damage to the real or personal property of another person in the Room or Facility;

(f) leave any part of the Facility or Room in an unclean state;

(g) consume excessive amounts of alcohol;

(h) consume, possess or distribute illegal substances;

(i) consume, possess or distribute legal highs (such as NOS);

(j) disrespect the rights and beliefs of other persons;

(k) threaten the safety of the Occupant or other persons;

(l) behave offensively to others;

(m) smoke (including tobacco, marijuana/cannabis, herbal or vaporiser) anywhere on University campus, including within the Room and Facility, in accordance with the ANU Smoke Free Policy (ANU Policy Library - Policy - Smoke-free); or

(n) produce excessive or loud noise.

6.3 Actions that may be taken by the University

6.3.1 During the Term, if the Occupant engages in behaviour in connection with the Occupant's use or occupation of the Room or Facility that the University (acting reasonably) considers unacceptable, or the Occupant does not comply with a reasonable direction of the University given under this Occupancy Agreement, the University may take such action which is necessary and appropriate having regard to the behaviour or failure to comply (as applicable) including:

(a) termination of this Occupancy Agreement (either immediately in cases where this is necessary and appropriate, or otherwise on reasonable notice);

(b) removing the Occupant to another accommodation facility;

(c) placing the Occupant on probation;

(d) after providing reasonable notice, requiring the Occupant to pay a fine (see Fees & occupancy agreements);

(e) requesting that the Occupant make an apology;

(f) commencing disciplinary proceedings under the University's Discipline Rule; and/or

(g) making a report to the Registrar under the University's Medical Leave Rule.

7 University's right to enter, inspect and repair

7.1 Without limiting clause 7.3, the Occupant agrees that the University (acting reasonably) may exercise a right of entry to the Room for inspection, repair, cleaning or other reasonable purposes, including wellbeing or safety checks, on reasonable notice. If the Occupant is not in the Room, the University will leave a written note (where reasonable) telling the Occupant when and why the University entered the room and the University representative's contact details.

7.2 Without limiting clause 7.1, the University:

7.2.1 may enter and inspect the Room and any part of the Facility at all reasonable times on reasonable notice during the Term for the purpose of making repairs and/or for purposes which the University is bound to carry out under the requirements of any contract or law;

7.2.2 (including authorised representatives) may enter the Room without notice (except for clause 7.4) in emergencies; and

7.2.3 will use its best efforts to minimise inconveniences to the Occupant associatedwith the University's right to enter, inspect, and repair the Room.

7.3 The Occupant agrees that when they log a maintenance request, they consent to the University entering their Room for the purposes of a maintenance inspection and/or conducting repairs.

7.4 Where the University exercises a right of entry to the Room for a wellbeing or safety check, the University will give notice by knocking three (3) times on the Occupant's door and, if there is no answer, may enter the Occupant's Room.

8 Guests and overnight visitors

8.1 The Occupant, in accordance with the Residential Handbook, is permitted to have guests (including an overnight visitor) provided that the Occupant:

8.1.1 completes and returns a visitor's registration form for each guest (available from the Facility);

8.1.2 agrees that overnight guests will not exceed more than one person on any given night, and the guest will stay no longer than a maximum of nights specified in the Residential Handbook;

8.1.3 ensures that the guest does not stay in the common areas of the Facility;

8.1.4 ensures that the guest behaves in the same manner required of the Occupant and complies with all reasonable directions of the University;

8.1.5 undertakes responsibility and liability for any damage, loss or injury caused by a guest; and

8.1.6 understands and agrees that the behaviour of the Occupant's guest if unacceptable (as set out in clause 6) may lead to the termination of this Occupancy Agreement.

9 Termination without default

9.1 Serious medical condition

9.1.1 If, during the Term, the Occupant:

(a) experiences a serious medical condition that materially impacts on their obligations under this Occupancy Agreement; or

(b) will be a full-time, primary carer for a dependent and considers this

will materially impact on their obligations under this Occupancy Agreement,

and wishes to request the University terminate this Occupancy Agreement, then the Occupant must first notify the Head of Residence of the Facility (or their nominated representative) in writing, providing details and documentary evidence.

9.1.2 The Occupant agrees to meet with the University representatives notified by the Head of Residence and cooperate with the University to seek to address the impact on their obligations under this Occupancy Agreement, which may include engaging with support services applicable to the Occupant's circumstances.

9.1.3 If the University reasonably requires additional documentary evidence of their medical condition or primary-carer obligation, the Occupant must promptly provide such evidence.

9.1.4 If the University and/or the Occupant (as applicable) is not able to reasonably accommodate the serious medical or primary-carer circumstances of the Occupant, the University will terminate this Occupancy Agreement with reasonable notice.

9.1.5 The University must reach a decision to terminate under clause 9.3.4 promptly and communicate its decision within a reasonable period of time.

10 Termination for Default by the Occupant

10.1 Without limiting any other clause of this Occupancy Agreement, if any one or more of the events described in clause 10.2 (each a **Default**) occurs, the Occupant is in default under this Occupancy Agreement and the University will have the right to terminate this Occupancy Agreement on reasonable notice to the Occupant.

10.2 Each of the following constitutes Default:

10.2.1 the Occupant fails to pay an amount due under this Occupancy Agreement by the due date and such amount(s) remains unpaid for seven (7) days after demands for repayment have been made;

10.2.2 the Occupant materially breaches this Occupancy Agreement and, if the breach is capable of being remedied, the breach is not remedied within seven (7) days of receiving notice of the breach;

10.2.3 the Occupant ceases to occupy the Room before the End Date without the written consent of the University;

10.2.4 the Occupant seeks the protection of any law relating to insolvent people, becomes bankrupt or commits an act of bankruptcy;

10.2.5 the Occupant provided fraudulent, false or misleading information in support of their application for gaining occupancy at the University; or

10.2.6 noting that the Occupant has been granted this Agreement because they are occupying a multiple occupant room with a student of the University, if the other occupant ceases to be a student of the University.

11 Consequences of Default, termination or expiry

11.1 The University will be entitled to recover all losses and costs whatsoever that arise from termination of this Occupancy Agreement.

11.2 The Occupant agrees that if:

11.2.1 the University terminates this Occupancy Agreement in accordance with clause 9.1.2;

11.2.2 they permanently vacate the Room prior to the End Date; or

11.2.3 the University otherwise terminates this Occupancy Agreement for Default pursuant to clause 10,

the Occupant will remain liable to pay the Tariff until the earlier of:

11.2.4 in the case of 11.2.1, the date of termination notified by the University;

11.2.5 in the case of 11.2.2 or 11.2.3, the earlier of

(a) the End Date; or

(b) the date that the University enters into a replacement occupancy agreement for the Room.

11.3 If the Agreement is terminated prior to the End Date, the Occupant agrees that an Early Termination Fee associated with early vacation of the Room may apply prior to the Occupant's departure as described at: Fees & occupancy agreements.

11.4 Upon expiry or termination of this Occupancy Agreement for whatever cause, if any fixtures, fittings and/or the Occupant's personal property have not been removed by the End Date, or where the Agreement is terminated by the University prior to the End Date, within 7 days of the notice of termination, the University may remove any fixtures, fittings and/or the Occupant's personal property from the Room or Facility (including storage sheds) and:

11.4.1 store the same at the expense of the Occupant without being deemed conversion or becoming liable for any loss or damage in relation to removing and storing the Occupant's personal property; and/or

11.4.2 dispose of any uncollected property in accordance with the requirements of the *Uncollected Goods Act 1996* (ACT).

12 Privacy

12.1 Information collected

12.1.1 The University may collect information as required for compliance with the University's contractual, legal and statutory obligations or as otherwise required to give effect to this Occupancy Agreement.

12.1.2 The Occupant agrees to provide information, including relevant personal information, to assist the University to comply with its obligations related to providing the Occupant with the accommodation and associated services.

12.1.3 The Occupant acknowledges that it is a condition of this Occupancy Agreement that the Occupant provides the University with information needed to comply with State, Territory and Commonwealth law during the Term. The Occupant understands that if the Occupant does not provide such information, the University will not enter into this Occupancy Agreement with the Occupant.

12.2 Use and disclosure of information

12.2.1 The University handles personal information in accordance with the *Privacy Act 1988* (Cth) and the ANU Privacy Policy:

https://policies.anu.edu.au/ppl/document/ANUP_010007.

12.2.2 The Occupant acknowledges and consents to the University using and sharing the Occupant's personal information within areas of the University and with third party entities for the purposes of managing this Occupancy Agreement and providing accommodation and services to the Occupant.

12.2.3 The Occupant acknowledges that the University may share the Occupant's personal information with other service providers such as archival, auditing, consulting, mail house, delivery, technology and security services organisations.

12.3 Requesting access to information

12.3.1 Requests by students for access to personal information held by the University should be directed to the Registrar, Student Administration. For instructions see: Personal Information.

12.4 Occupant consent

12.4.1 For the duration of the Term, the Occupant consents to having their photograph taken and to the University displaying the photograph together with the name and degree of the Occupant at the Facility, within internal publication materials (such as a divisional newsletter) and/or an official University website (unless they request otherwise in writing to the University).

12.5 Under 18-Occupant emergency contact and consent

12.5.1 Each Occupant who is under the age of 18 at the Commencement Date, and for the period they remain under the age of 18:

(a) must provide the University with up-to-date details of an adult emergency contact;

(b) consents to the University contacting their emergency contact where the University considers it necessary, including for matters relating to the wellbeing or safety of the Occupant; and

(c) consents to the University providing information to their parent/s or guardian/s about matters relating to this Occupancy Agreement.

13 Dispute Resolution

13.1 A party claiming that a dispute has arisen must notify the other party (in accordance with clause 18) giving details of the dispute (**Notification**).

13.2 On receipt of a Notification, each party must negotiate in good faith to resolve the dispute.

13.3 If a dispute is not resolved within 10 days (or longer period agreed between the parties) of receipt of a Notification, the parties may refer the matter to be dealt with in accordance with a relevant University policy and procedure (if any).

13.4 If a dispute is not resolved within 30 days (or longer period agreed between the parties) of receipt of a Notification, the parties may agree to refer the dispute for mediation by a community dispute resolution service provider (for example, the ACT Conflict Resolution Service: https://crs.org.au/).

13.5 The Occupant may make a complaint at any time under the *Human Rights Commission Act 2005*. The ACT Human Rights Commission contact details are available at: https://hrc.act.gov.au/).

13.6 The contact details of the ACT Legal Aid Commission are available at:

https://www.legalaidact.org.au/.

13.7 The contact details of the ACT Civil and Administrative Tribunal (ACAT) are available at: https://www.acat.act.gov.au/

13.8 The Occupant may make a complaint to the National Student Ombudsman. The contact details are available at: National Student Ombudsman (NSO).

14 Indemnity

14.1 The Occupant agrees to indemnify the University:

14.1.1 against any loss, liability, costs or expenses (**Loss**) incurred or suffered by the University arising from or in connection with any damage to the Room or other areas of the Facility, goods or chattels of any other person caused by or contributed to by the Occupant's acts, omissions, negligence or default; and

14.1.2 against any Loss incurred by the University arising from or in connection with any damages to the Room or other areas of the Facility, goods or chattels of another person caused by or in contributed to by the acts, negligence or omissions of the Occupant's guest(s) or overnight visitor(s); and

14.1.3 in respect of any Loss arising from costs, charges and expenses incurred in connection with the breach of this Occupancy Agreement by the Occupant.

14.2 The Occupant's obligation to indemnify the University under clause 14.1 will be reduced proportionately to the extent that the University's act or omission caused or contributed to the relevant Loss. The University must take reasonable steps to mitigate any Loss incurred, including giving notice of the events and circumstances giving rise to the Loss to the Occupant and allowing the Occupant a reasonable opportunity to rectify the Loss in whole or in part (if possible) those events and circumstances giving rise to the Loss.

15 Exclusion of University liability

15.1 The Occupant agrees that the University is not liable to the Occupant for any liability or loss resulting from:

15.1.1 any act or omission of any other occupant or person in the Room and/or Facility; or

15.1.2 any malfunction, breakdown, interruption, or failure in relation to the supply of services to the Facility or Room,

except where caused or contributed to by any negligent, wilful, fraudulent or unlawful act or omission or any breach by the University.

15.2 The Occupant agrees that the University will not be liable for any loss of or damage to the Occupant's personal items, furniture, property or other goods or items the Occupant may bring into the Room or the Facility except where caused or contributed to by any negligent, wilful, fraudulent or unlawful act or omission or any breach by the University.

16 Acknowledgements and Consents

16.1 The Occupant acknowledges:

16.1.1 they have received and read the letter of offer of accommodation, the

Residential Handbook, and the Acceptance Fees;

16.1.2 that all the fixtures, fittings and furnishings in the Room and Facility are the absolute property of the University;

16.1.3 that the University cannot guarantee a specific room, residence or location and the Occupant acknowledges and agrees that the University may require the Occupant to transfer temporarily or permanently to an alternative room, residence or location if necessary due to operational requirements and/or the availability of accommodation in the Facility; and

16.1.4 the University cannot guarantee carparking at the Residence or on campus, and the Occupant must comply with University legislation and rules regarding parking and traffic.

16.2 The Occupant authorises the University to conduct any enquiries to certify the documents provided with their application for accommodation.

16.3 The Occupant consents to the University providing their personal information to any relevant third party for the purposes of clause 16.2.

16.4 If requested, the Occupant agrees to provide original documents to support their application.

17 Multiple occupant rooms

17.1 Without limiting clause 10.2.6, the Occupant acknowledges that Tariffs are based on a rate per Room. The Occupant agrees that if they are sharing a Room with another occupant (and sharing a proportion of the Tariff with another occupant) they will be liable for the full (100%) Tariff if the other occupant vacates the Room.

17.2 In the case of multiple occupant rooms (e.g. couples), if it is not clear in the circumstances which occupant is liable for a breach of their Agreement (e.g. damage to a shared room), the Occupant agrees that they will be equally liable for any loss or damage arising.

18 Notices

18.1 Unless stated otherwise in this Occupancy Agreement, all notices to the University must be sent by email to the Chief Residential Experience Officer at: creo.red@anu.edu.au

18.2 Any notice required under this Occupancy Agreement will be sufficiently served on the Occupant by:

18.2.1 personal service; or

18.2.2 by mailing any notice to the Occupant's last known place of residence; or

18.2.3 by email.

19 Entire agreement

19.1 This Occupancy Agreement, together with the Residential Handbook, online offer acceptance page and Acceptance Fees (Fees & occupancy agreements) constitutes the entire agreement between the Occupant and the University and supersedes all previous agreements.

20 Binding agreement

20.1 This Agreement shall be binding on execution by the Occupant and takes effect from the Commencement Date.

EXECUTED AS AN AGREEMENT

SIGNED
for and on behalf of the **Australian National University ABN 52 234 063 906** by an authorised officer in the presence of:

.....
(Signature of authorised officer)

.....
(Printed name of authorised officer)

.....
Date

SIGNED
for and on behalf of the **Occupant** by:

.....
(Signature)

.....
Date