

Student Housing Terms and Conditions of Occupancy

Under this agreement, Bond University grants The Student permission to occupy a room in Student Housing for the semester on the Terms and Conditions referred to below. Once the offer is accepted by The Student and confirmed by the University, this agreement becomes a legally binding contract between the parties.

Conditions of Agreement

1. **Period of Occupancy** – Subject to compliance with the provisions of this Agreement, The Student shall have the occupancy and use rights of the room allocated in Student Housing for the semester.
2. **Residence Acceptance Payment** – The Student accepts a room in Student Housing, completes their booking to secure a place. If the Student cancels or does not check into Student Housing, this will result in the cancellation of the Agreement and the forfeiture of the equivalent of 4 weeks rent.
3. **Student Housing Fees** – The balance of monies for Student Housing and Dining Plan must be paid prior to or on arrival. If payment is not made by the end of week 2, a \$350.00 late fee is incurred, and Dining Plan deactivated until monies are paid/or a payment arrangement made with Finance via the Cashier Office.
4. **Entry Condition Report** – The room shall be deemed to be received by The Student by the completion and acknowledgement of the Room Entry Condition Report within 24 hours of his/her arrival. Throughout the term The Student shall maintain the room and all amenities, fixtures, fittings, and furniture contained in and including the physical building that is his/her room in the same condition and repair as at the date of his/her commencement, fair wear and tear excepted.
5. **Condition on Student Vacating** – Upon expiration or revocation of this Agreement, The Student must vacate and shall remove any fixtures, fittings and property belonging to The Student and shall leave the Room clean, tidy and in a fit and proper condition and available for use and occupation and shall make good any damage to the Room to the satisfaction of the University. Any belongings that are left in the Room on vacating will be disposed of.
6. **Rules and Regulations** – The Student shall be subject to and shall comply with relevant State and Federal Laws and with:
 - a. all Regulations of the University.
 - b. all rules and procedures as outlined in the Student Housing Handbook; and
 - c. all reasonable orders and directions given by University staff or University security staff.

Any breach of this may result in disciplinary action by the University. The University reserves the right (in respect of breaches) to levy fines, impose conditions upon the continuing residency of The Student, in the case of severe or multiple breaches and/or refer The Student to the University Disciplinary Committee. Details of the University Discipline Regulations and Student Code of Conduct can be found on the University website.

7. **Student Housing Parking** – Students residing in Student Housing who have vehicles must register his/her vehicle with Security and display a Resident permit, obtained from Security. If vehicles are unregistered, The Student must not park or store it on the grounds of the University.
8. **Dining Plan** – Whilst residing in Student Housing it is mandatory to have a dining plan. Any funds not used will be forfeited at the end of the semester. Dining plans are valid for one semester only commencing from 0 Week through to the last day of the semester and are not transferrable to the next semester. Can be extended if staying in housing during the semester break.
9. **Payment and Repair of Damaged Property** – The Student shall be responsible for the cost of any repairs to or replacement of any part of the Room, the Residence, the fittings, fixtures and furnishings therein or any other article provided by Student Housing that sustains damage caused or contributed to by The Student, or any visitor or invitee of The Student. Where damage caused to

any common area within a Residence cannot be attributed to any individual, all occupants of the Residence will be charged a proportion of the cost to rectify the damage which is, in the reasonable opinion of Student housing fair. The Student shall notify Student Housing as soon as is practicable of any damage sustained to Student Housing Property.

10. **Other Charges** – The Student shall pay any other charges attributable to or payable by The Student for which he/she may be invoiced separately before, during or at the completion of the semester. Such charges may include fines; late fees, cost of attendance of fire brigade; cost of repairs, caused by either individual or group damage to a residential room; cost of specific loss of property; cleaning; or other services as advised in writing by the University. The University reserves the right to apply other charges to those already specified, and justification for such charges will be provided to The Student in writing by the University before payment is sought. Payment will be added to The Student account.
11. **Weekly Cleaning** – Cleaning staff will enter The Student's Room weekly to conduct general cleaning and bed linen change. Cleaning staff will not clean rooms that are left in an unacceptable condition and will not change beds that have belongings and personal items left on and around them. If access is denied for 3 consecutive weeks, The Student will incur a fine of \$75.00. Notification will be sent after 2 consecutive weeks regarding the fine.
12. **Room Access by University Staff** – The Student shall allow University staff to enter the Room for the purposes of inspection, renovation, removal of furniture and cleaning at all reasonable times. For these purposes, University staff shall hold the necessary keys. University staff may enter and/or search a Room without notice to The Student where:
 - a. there are reasonable grounds to believe there is a likelihood of risk to either The Student, another person or University property.
 - b. The Student has been reported absent from the Residence and has not advised the University of his/her intended absence.
 - c. The Student has breached Rules and Regulations or state or federal laws; or
 - d. Scheduled or emergency maintenance of the Room is required.
13. **Environment of Student Housing** – The Student shall not cause nor permit the Room, the Residence or University Premises to be used or occupied in any way or for any purpose which causes or is likely to cause unreasonable nuisance to or interfere with the peace, comfort and privacy of any other Student or person in or near the Residence.

The Student shall not conduct a business of any kind in the Room or the Residence, nor engage in any illegal, riotous, or noisy conduct, practices, or behaviour which may bring the reputation of the University into disrepute or is in the opinion of the University prejudicial to the wellbeing of the residents.

14. **Keys and Security** – Any keys issued to The Student are to remain in the custody of The Student always and are not to be lent to any other person. If the Student loses any or all of the keys issued, The Student shall report the matter immediately to the University, or to Security. Any Student who loses his/her key will be invoiced \$150.00 for the cost of a lock change and replacement key.

On departure from Student Housing each semester The Student must return room keys for key auditing purposes, if not returned a \$150.00 will be charged to The Student for the change of lock and key.
15. **Subletting** – The Student shall not sub-let the Room or assign or novate any rights and/or obligations under this Agreement or use the Room or the Residence other than for the purpose of a private residence. The Student shall not permit other people to occupy the Room.
16. **Visitors** – The Student will be held responsible for the conduct of his/her visitors. Visitors are not permitted to stay in Student Housing overnight. This may result in The Student being excluded from

Student Housing. Visitors must vacate Student Housing by 11PM and in study week each semester by 9PM. University staff reserve the right to evict visitors at any time.

17. **Pets and Infestations** – The Student is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Room or the Residence, except for guide dogs. The Student will be responsible for the costs of extermination and cleaning of accommodation.
18. **Fire Safety Systems** – All fire safety systems and equipment are audited regularly to check for tampering or faults. Any resident found to have tampered with fire safety equipment will be subject to disciplinary action and will be liable for the cost of repair/replacement of such equipment and any attendance of the Queensland Fire Service? If the Student is responsible for a fire unit being called out, The Student shall be liable for the cost. In cases where no individual resident is identified as being responsible for the call out, the University reserves the right to apportion the cost across all the residents of the relevant Residence.
19. **Smoking** –the University is a smoke-free Campus. Smoking is ONLY permitted in the designated areas. Please access link <https://bond.edu.au/current-students/university-life/smoke-free-campus> for details.
20. **Decoration and/or Alteration of Rooms** – The Student shall not make or cause to be made any alteration to the Room or to any part of it. The Student shall not inscribe on, affix to the Room, or allow to be placed on any part of the Room any boarding, writing, signs or other similar matter that will or is likely to cause damage to the Room. The Student shall not affix anything to any part of the Residence, except for posters which may be placed on walls in common areas and rooms with removable adhesive. Any damage caused by these materials will be charged to The Student's account.
21. **Expiry or Termination of this Agreement** – The Student must vacate the Room and the Residence and return all keys to Student Housing:
 - a. by the last Sunday of the semester at 10AM; or
 - b. within 2 days of the termination of this Agreement.
22. **Access to Academic Results** – The Student hereby consents to the University accessing academic results for the purposes of reselection, counselling, and assistance. Student records will be stored, used, and destroyed in accordance with Student Academic Services Guidelines.
23. **Revocation of the Agreement by The Student** – The Student may terminate this Agreement for any reason before the end of the Semester on the following conditions:
 - a. The Student must notify in writing no less than 14 days in advance of the intended termination.
 - b. The Student will be charged for the length of stay he/she resided on campus.
 - c. The Student will be charged for the amount utilised on his/her Dining Plan; and
 - d. The Student must pay a cancellation fee equivalent to 4 weeks rent.
24. **Emergency Contact** – The Student hereby authorises the Manager (or member of University staff authorised by the Manager) at his/her discretion to contact The Student's named emergency contact person(s) in the event of any emergency involving The Student.
25. **Limitation of Liability** – Student Housing attempts, so far as is practicable, to provide The Student with a residential environment that is safe, conducive to study and without disturbance. The Student agrees that the University is not liable for and releases the University from all liability for:
 - a. any loss of or damage to the Licensee's personal property howsoever caused.
 - b. any loss resulting from the use of, or unavailability of the IT Network facilities provided by Bond University.

- c. any injury sustained by The Student howsoever caused.
- d. any interruptions to the supply of water, electricity and/or gas provided to the Residence;
and
- e. the presence of pests in the Residence despite reasonable attempts by the University to control pests.