

**<RESIDENTIAL AGREEMENT>**  
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## **Section 1 - Purpose**

(1) This Agreement defines the requirements of students in accepting an on campus accommodation offer.

## **Section 2 - Glossary**

(2) For the purposes of this Agreement:

- a. Accommodation offer - means the Halls of Residence letter of offer sent to the student via email with an offer of a room in Charles Sturt University Halls of Residence.
- b. Agreement - means collectively the terms and conditions set out within:
  - i. this Agreement;
  - ii. Halls of Residence accommodation offer;
  - iii. Halls of Residence online acceptance;
  - iv. Halls of Residence Code of Conduct; and
  - v. BPOINT registration
- c. Altered Package - means an offering in variance to Package 1 or Package 2 as a result of special University accommodation requirements.
- d. Authorised person - means any person authorised by the University.
- e. Bedroom - means the bedroom in the Halls of Residence.
- f. Building - means the Halls of Residence building in which your bedroom is located.
- g. Code of Conduct - means the current rules relating to the conduct of residents and other matters regarding the operation of the Halls of Residence, which form part of this Agreement, as amended by the University from time to time and published on the website.
- h. Common areas - means the kitchen, bathroom/s, lounge room, laundry, study areas, entrance hall and passages of a Halls of Residence building and where applicable, any outdoor areas of the building including balconies, patio's, decks, stairs, lifts, carparks, and any other areas of the Halls which are designated by the University for shared use by all residents within the building.
- i. Commencement date - means the first date of the period offered to the student within the Charles Sturt University Halls of Residence room offer.
- j. Fee schedule - means the Charles Sturt University document or web page providing a comprehensive list of accommodation and related charges.
- k. IT levy - means the compulsory charge payable by students living in the Halls for access to the University's Information Technology (IT) infrastructure.
- l. Halls - means Charles Sturt University Halls of Residence located at Albury-Wodonga, Bathurst, Dubbo, Orange and Wagga Wagga campuses.
- m. Online acceptance - means the acceptance completed within the Accommodation Portal which students have access once an accommodation offer has been made, via their Charles Sturt University login, and must complete as a part of this Agreement.

- n. Operator - means the management body of the Halls of Residence and any agent, officer, employee or contractor of the operator, from time to time as appointed by the University who has all the rights of the University and is the University's representative at the Halls.
- o. Package 1 - means the accommodation package which provides students with accommodation for the teaching and exam weeks of Sessions 1 and 2 only. Package 1 students vacate rooms for all breaks, periods between Sessions 1 and 3.
- p. Package 2 - means the accommodation package which provides students with accommodation for the teaching and exam weeks of Session 1 and Session 2 and except where altered package arrangements may apply, includes session breaks and mid year break.
- q. Residential fee - means the amount stated on the University's on campus accommodation residences [fee schedule](#) for the room type accepted by the student through the University's Halls of Residence room offer, including any additional meal plan optional upgrade costs listed in the [meal plans](#) by campus and package, which is selected by the student during the online acceptance process.
- r. Room and your room - means the studio, one bedroom apartment or bedroom in a multi-bedroom building of the room type which you are entitled to occupy as a lodger in accordance with the Agreement.
- s. Room type - means the accommodation option and package stated in the University's Halls of Residence accommodation offer for each individual student.
- t. Student - means a student enrolled (or entitled to be enrolled) at the University and includes a staff member of the University.
- u. Session - means the teaching and exam weeks for internal student classes as identified in the [Charles Sturt University Principal Dates Calendar](#).
- v. Teaching period - means the time allocated in the [Charles Sturt University Principal Dates Calendar](#) for on campus classes during Sessions 1 and 2 of each academic year.
- w. Term - means the period from and including the commencement date, to and including the termination date, unless the Agreement is terminated earlier by the University pursuant to the terms of the Agreement.
- x. Termination date - means the last date of the period offered to the student within the University's Halls of Residence room offer.
- y. Website - means pages within the University's web environment prefixed with csu.edu.au or student.csu.edu.au.
- z. You, your or resident - means the person identified within the University's Halls of Residence room offer accepting the Agreement.

## Section 3 - Policy

### Your Right to Occupy the Room

(3) As a student of the University, you warrant that, at the time of entering into the Agreement and for the term of the Agreement, you are (or will be entitled to be as and from the commencement date) and will, at all times, continue to be an enrolled student of the University including approved Pathways programs. Notwithstanding your status as a student (or otherwise), you must continue to comply, at all times, with your obligations under the Agreement.

(4) The room in the Halls which you are entitled to exclusively occupy as a lodger pursuant to the Agreement will be allocated to you by the University. Whilst the room type will be as described in the accommodation offer, the location within the Halls of the room allocated to you and the other residents with whom you share a building (if your room forms part of a multi-bedroom building) are within the absolute discretion of the University.

(5) Allocation of room will change on a sessional basis as determined by the Director, Commercial Services or nominated person.

(6) Subject to clauses 3 to 17 and 21 to 23, you are entitled to occupy the room allocated to you by the University from the commencement date and you must vacate the room not later than 9:00 am on the termination date, or not later than 9:00 am on the specified date if there is an Altered Package in accordance with clause 8.

(7) Students occupying a Package 1 room must vacate the room by not later than 9:00 am on the day after the end of each teaching period including exam weeks, and by no later than 9:00 am on the termination date.

(8) Residence Life may alter packages from time to time to accommodate special University requirements of accommodation. Packages 1 and 2 may alter from year to year in consideration of these requirements.

(9) The University may, with not less than 7 days prior written notice to you (unless agreed by you otherwise), move you to another room in the Halls of the same room type or a room in the Halls of no lesser standard at any time if the University considers, in its absolute discretion, it is necessary or desirable, and you must comply with any such requirement to move to another room within the period specified by the University (acting reasonably):

- a. for repair and maintenance purposes;
- b. to avoid difficulties between residents of the Halls;
- c. to cater for specific need of a resident with disabilities or specific health and/or mental health requirements; and
- d. to ensure the good order of the Halls.

(10) The University may arrange to move your possessions to the alternate room in the Halls or to storage (if so required) should you not comply with clause 9

(11) You must live only in the room allocated to you by the University and you may not move to another room in the Halls without the University's written consent, which may be withheld in the University's absolute discretion.

(12) No tenancy is created by the Agreement and by accepting your accommodation offer you agree and acknowledge that:

- a. the rights conferred on you by the Agreement are limited to the right to occupy the room as a lodger only for the term of the Agreement;
- b. the Agreement does not confer on you the rights of a tenant under a residential tenancy agreement;
- c. you do not acquire any legal interest in the room, the building or any other part of the Halls; and
- d. your right to exclusive occupancy relates to the room only, and the Halls common area is accessible by others who occupy a room in the building together with the right of access to the Halls common area by the University and the operator, without notice, as and when required.

## **Intellectual Property Rights**

(13) By accepting your accommodation offer you agree and acknowledge that the University, a related entity of the University, the operator or any other authorised person may:

- a. record and reproduce on film, tape, still photography and by any other means, you whilst observing or participating in any activity in the Halls or at any place outside the Halls, including any such activity which is organised, sponsored or promoted, recommended or endorsed by the University, the operator, by a resident of the Halls or by any organisation or group which is in any way associated with the Halls;
- b. use the recording (in whole or part) to produce promotional and editorial material relating to the authorised person's student accommodation business, including the right to synchronise the audio from the recording with other visual images and the vision from the recording with other audio;
- c. publish, communicate and/or permit the communication of the recording and the material to the public throughout the world in all media for educational, promotional, advertising, selling and marketing purposes rotated to the authorised person's student accommodation business.

(14) The authorised person will hold all rights, title and interest (including the copyright) in the recording and the material. To the extent necessary, you irrevocably assign any and all of the rights in and to the recording and any other material made, contributed or otherwise provided to the authorised person.

(15) In consideration of the rights granted to you under the Agreement, you acknowledge and agree that no payment is to be made to you with respect to the authorised person's use of the recording or the material pursuant to the Agreement, and you may not make a claim against the University and/or the authorised person in this regard.

## **Security and Safety**

(16) You occupy the room and use the building, common areas and other parts of the Halls and its facilities and services at your own risk. The University and the operator are not responsible for any injury or illness which you suffer or sustain or any loss of or damage caused to your property of any nature.

(17) To the fullest extent permitted by law, you release the University and the operator from and indemnify the University and the operator against all claims, injury, loss or damage of any nature that you or any guest or visitor who is in the Halls at your invitation or in your company might suffer or sustain:

- a. whilst in the vicinity of the Halls;
- b. arising from or in connection with your occupancy of a room or access to or the use of any part of the Halls or any of the Halls facilities or services;
- c. arising from or in connection with any act or omission of any other occupant of the building, any resident of the Halls or any other person who is lawfully or unlawfully in the Halls at any time; or
- d. whilst observing or participating in any activity in the Halls or at any place outside the Halls including any such activity which is organised, sponsored, promoted, recommended or endorsed by the University, the operator, by any resident of the Halls or by any organisation or group which is in any way associated with the Halls.

(18) The University will provide and use reasonable endeavours to maintain locks or other security devices necessary to keep the building reasonably secure, you are responsible for the security of your room, the building and the contents of the building including your own property.

(19) The University and the operator are not responsible for any loss or damage which you suffer as a consequence of you or any other occupant or guest in the building failing or neglecting to maintain proper security in the building.

## Assignment

(20) You must not sub-license your right of occupancy under the Agreement to any third party:

(21) You must not allow another occupant to share your room, assignment is single occupant only.

(22) Students who have applied for and received approval for cohabitation within designated cohabitation areas are exempt from clause 21.

## Termination

(23) Subject to clauses 3 to 13 and 26 to 28 of the Agreement, your right to occupy your room under the Agreement will terminate on the termination date.

(24) The University reserves the right to terminate early if you fail to comply with any of your obligations under the Agreement. The University may terminate the Agreement prior to the termination date by giving to you a period of not less than 14 days written notice if:

- a. that failure is of a nature which cannot be corrected; or
- b. you have not corrected that failure to the satisfaction of the University in its absolute discretion within 4 days after the University has given you a notice which specifies the nature of your failure to comply and requires you to correct your failure to comply.

(25) The University may immediately terminate your right to occupy the room under the Agreement if, in the opinion of the University, you:

- a. cease to be an enrolled CSU student at any time during the term;
- b. commit or omit to do any act which is inconsistent with the standards required of residents of the Halls, constitutes an act or series of acts of serious misconduct; or
- c. commit a material breach of your obligations under the Agreement, including without limitation, a material breach of the Halls Code of Conduct.

## Vacation of the Room

(26) Unless you have received written confirmation from the University of your right to continue to occupy your room past the termination date, Package 1 check out date or Altered Package check out date, you must vacate the room by no later than 9:00 am on:

- a. the termination date;
- b. Package 1 check out date for students in Package 1 rooms which is the first Saturday of each academic break in accordance with the [CSU Principal Dates](#); or
- c. the Altered Package check out date.

(27) The room and the building common areas must be left clean and in a state fit for immediate use and the occupancy by other occupants and in the same condition as at the date of first occupation by you. Failure to do so will result in cleaning or maintenance charges.

(28) Late departure charges will apply if you do not hand over vacant possession of your room by 9:00 am on the termination date, Package 1 or Altered Package check out dates. Late departure charges require you to pay the University the daily rate (based on the casual per night room rate for your room type and any other applicable charges under the Agreement) from the termination date, Package 1 or Altered Package check out date up to and including the day you hand over vacant possession of the room to the University.

(29) If the University is not able to give possession of the room to the next occupant because of your failure to vacate under clauses 26 and 27, the University is entitled to charge (and you must pay as a debt due on demand) any costs and expenses incurred by the University for alternative accommodation for the next occupant until you hand over vacant possession. For the avoidance of doubt, acceptance of the casual daily rate by the University is not a waiver of any of its rights in respect to your late departure.

(30) If you choose to terminate the Agreement prior to the commencement date and before taking occupation of the room you must give the University notice of your intention to terminate the Agreement. Such notice must be given at least 14 days prior to the commencement date, time being of the essence.

(31) If you give less than 14 days notice prior to the commencement date of your intention to terminate the Agreement, upon receipt of your notice the University is entitled to charge as a debt due on demand, a surrender amount of \$500 being an estimate of the costs incurred by the University to process your request for early termination and finding a replacement occupant. The University agrees that the Agreement will terminate and release you from your continuing obligations under the Agreement with effect on and from the commencement date.

(32) If you choose to vacate your room before the termination date you must give the University not less than 14 days notice via the online [room cancellation](#) form, your notice must specify the date you will vacate your room (departure date) and you are required to:

- a. attend an exit interview with CSU Residence Life staff; and
- b. continue to comply with your financial obligations under the Agreement.

(33) For the avoidance of doubt, if you choose to vacate your room prior to the termination date in your acceptance, your Residential Agreement will continue in full force and effect unless and until, the earlier to occur of:

- a. the date you pay to the University the full outstanding liability for residential fees and any additional charges under the Agreement up to and including the termination date; or
- b. the date the University confirms (at its absolute discretion) your Residential Agreement is terminated and you are released from the continuing liabilities under the Agreement.

(34) If you vacate the room before the termination date, or you fail to take occupation of the room, or this Agreement is terminated by the University before the termination date in accordance with the Agreement:

- a. you must continue to pay the residential fees and all other applicable charges under the Agreement up to and including the termination date; and
- b. the University may, in addition, charge you and you must pay to the University as a debt due on demand, a cancellation fee for the amount of \$500 being a reasonable estimate of the costs incurred by the University as a consequence of your early vacation of the room.

(35) The University's right to terminate the Agreement based on your failure to comply with your obligations under the Agreement does not prevent the University from recovering from you any amount which is payable by you in accordance with the Agreement.

## **Checking Out**

### **Inspection by University**

(36) After you vacate the room, the University will inspect the room and the building common areas and compare them to the condition at the commencement of your occupancy. Whilst any

reasonable wear and tear will be taken into account, you must pay the University (as a debt due on demand) the cost of rectifying any damage, cleaning any area which has been left unclean or replacing any lost item of furnishings, fittings, equipment and other articles provided by the University that were in the room or the building common areas at the commencement of your occupancy.

### **Return of Keys**

(37) On the earlier of the date the Agreement is terminated or, on the termination date, you must return to the University all keys to your room and/or building that have been issued to you. If you fail to do so, you must pay the cost of replacing these security devices and the reconfiguration of the lock system (as required), determined by the University acting reasonably, and you acknowledge and agree that the University may, in its absolute discretion, charge you and you must pay to the University, as a debt due on demand, replacement and maintenance charges incurred by the University.

### **Abandoned Property**

(38) The University accepts no responsibility for any personal belongings or other items which you leave in the room, the building common areas, the building or elsewhere in the Halls when you vacate your room.

(39) At the election of the University, your ownership of any such abandoned property is deemed to have been transferred to the University at the expiration of 5 days after you vacate your room. If the University is obliged to remove, store or dispose of the abandoned property, the University may recover from you, and you must pay as a debt due on demand, any costs which the University incurs in the removal, storage and/or disposal of any such abandoned property.

## **General Provisions**

### **Operation of the Agreement**

(40) By submitting the online acceptance, you agree and acknowledge:

- a. the dates within the accommodation offer are the dates you have agreed to via electronic verification and you have accessed a copy of the Agreement via the supplied links within that accommodation offer; and
- b. your right to take occupancy of the room will take effect on and from the commencement date.

### **Further Agreements**

(41) If at any time during the term of the Agreement, you apply for an agreement to reside at the Halls for a further period after the termination date of your current Agreement, you agree and acknowledge:

- a. for the avoidance of doubt, the University is not under any circumstances, obliged to grant you a further Agreement after the termination of your current agreement; and
- b. in considering your request for a further Agreement, the University may take into account your record of breaches or non-compliance under your current or past Agreement.

(42) If the University enters into a further Agreement with you, on and from the date of the further Agreement and for the balance of the unexpired term of the current Agreement the following will apply:

- a. any breach or non-compliance by you under the current Agreement will be deemed as a breach under the further Agreement; and

- b. if the current Agreement is terminated by the University for any reason prior to the termination date, the further Agreement will be deemed to have terminated on the same day as the current Agreement terminates.

### **Severability**

(43) If at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect that provision is to be severed to the extent necessary to make this Agreement enforceable, such provision will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

### **Financial Commitment**

(44) You must pay:

- a. the residential fee as specified in the current [fee schedule](#) to the University for the period from and including the commencement date, up to and including the termination date;
- b. the residential fee for the period specified in the Agreement for the entire period specified in the offer of accommodation, even if you choose to vacate the room early or the Agreement is terminated by the University pursuant to this Agreement;
- c. any other amount payable by you to the University under the Agreement as and when demanded by the University; and
- d. the residential fee pursuant to the [fee schedule](#) for the period from and including the commencement date to the termination date, by payments fortnightly in advance as an annual fee up front, or a fortnightly or weekly direct debit agreement utilising the University's banking institution to receive payments.

(45) If you take occupation of the room after the commencement date, your right to take occupation of the room is subject to you paying (in full):

- a. all residential fees due for the period from and including the commencement date to and including the date on which you first take occupation of the room; and
- b. a fortnight of the residential fee in advance, pursuant to the residential [fee schedule](#) provided by the University from time to time.

(46) Upon termination of the Agreement, and without limiting any other provision of the Agreement, if you choose to vacate your room prior to the termination date you must pay all residential fees and any other charges payable by you under the Agreement, due and unpaid, up to and including the termination date.

(47) Unless otherwise agreed with the University in writing, at the University's absolute discretion, you must:

- a. pay the residential fees by direct debit from a bank account in Australia or credit card;
- b. complete all online agreements and authorities that the University may reasonably require; and
- c. complete the online direct debit registration form available to you as a condition of you entering into the Agreement. You must complete the online direct debit registration prior to the final validation date stated on the University's offer of accommodation or any other time requested by the University.

(48) Payment in full of residential fees in advance will be received up until 2 weeks prior to the commencement date. When payment in full has been received via the CSU [secure student payments](#) website, and authorisation from required financial institutions is received by CSU, any direct debit registration for the Agreement will be cancelled by CSU.



(49) Payment of the compulsory IT levy as charged to your student account is required by the invoice stated due date.

(50) All payments under the Agreement must be made in Australian currency. The University may accept or decline to accept, at its absolute discretion, any payment which is tendered in another currency and if accepted by the University, you must pay all charges which the University may incur in respect of any such payment.

### **Charges Legal and Additional**

(51) The University may recover from you in addition to the amounts referred to in this Agreement any taxes, stamp or other duty, government charges or other imposts which are payable in connection with your right to occupy a room in the Halls of Residence or any other right granted by this Agreement.

(52) Without limiting any other provision of the Agreement, you must also pay any legal costs and other expenses, which the University incurs in connection with or arising from your occupation of the room and/or building, or in enforcing its rights under the Agreement including but not limited to:

- a. any amounts levied on the University in respect of attendances (by emergency services such as the local fire brigade, security and/or Halls of Residence monitoring services) for call-outs for a false fire alarm activation caused (or contributed to and only to the extent contributed) by you;
- b. any amount incurred by the University from time to time, as a result of damages to buildings, furniture and fixtures, additional cleaning, replacement of furniture or fixtures caused (or contributed to and only to the extent contributed) by you;
- c. any amount incurred by the University, from time to time, as a result of insufficient funds in your nominated bank account for payment of residential fees and/or any other amount payable by you under the Agreement on the due date (such as fees for dishonoured payments, including dishonoured direct debit payments, or other account fees);
- d. an amount of \$25, being a reasonable estimate of the cost incurred by the University for each individual instance relating to the processing and following up of late payments by you under the Agreement; and
- e. any disciplinary charges raised by the University as a result of actions carried out by you and raised as a result of disciplinary processes stated in the [Halls of Residence Code of Conduct](#) and associated policy and/or guidelines.

(53) You must pay the amounts in Clause 51 to 52 to the University, as debts due on demand, when requested by the University to do so.

## **Section 4 - Procedures**

(54) Nil.

## **Section 5 - Guidelines**

(55) Nil.