

# Swinburne Apartments



## LICENCE AGREEMENT

**DATE** The date set out in Item 1 of the Schedule

**BETWEEN** **Swinburne University of Technology** ABN 13 628 586 699 of John Street,  
Hawthorn, Victoria, Australia  
**(“Swinburne”)**

**AND** The Party described in Item 2 of the Schedule  
**(“Licensee”)**

### WHEREAS

- A. Swinburne is the owner of the Premises described in Item 3 of the Schedule (“the Premises”).
- B. The Licensee has requested Swinburne to grant a licence to the Licensee to use the Premises for the purpose described in Item 8 of the Schedule (“the Purpose”) from the date set out in Item 4 of the Schedule (“the Occupation Date”) until the end date set out in Item 5 of the Schedule (“the End Date”) and Swinburne has agreed to grant such a licence on the terms and conditions in this Agreement.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 GRANT OF LICENCE AND PAYMENT

- 1.1 Swinburne grants to the Licensee a licence to use the Premises which includes the shared facilities described in Item 6 of the Schedule (“Shared Facilities”) for the Purpose from the Occupation Date until the End Date under the terms and conditions of this Agreement.
- 1.2 The Licensee shall pay to Swinburne a licence fee of the amount and in the manner specified in Item 7 of the Schedule (“the Residential Fee”) from the Occupation Date until the End Date or until this Agreement is terminated for any other reason.

#### 2 FEES

##### 2.1 Residential Fee

The Residential Fee will be calculated by taking into account those fees and charges incurred by the Licensee in the course of his/her occupancy and all other personally incurred fees and outgoings as set out in the schedule of payments contained in the letter of offer (“the Letter of Offer”) received by the Licensee prior to execution.

## **2.2 Cleaning Fee**

The Licensee acknowledges that they will be charged a cleaning fee as a component of the Residential Fee set out in clause 2.1 and detailed in the schedule of payments contained in the Letter of Offer.

## **2.3 Legal Fees and Costs**

The Licensee will pay the reasonable legal costs and fees incurred by Swinburne for any legal proceedings it may be required to take arising out of any breach on the part of the Licensee of the terms and conditions of this Agreement.

## **2.4 Security Deposit**

**2.4.1** The Licensee will be required to pay a security deposit as a component of the Residential Fee set out in the schedule of payments in their Letter of Offer.

**2.4.2** The security deposit will be held by Swinburne until the expiration or earlier termination of this Agreement.

**2.4.3** Swinburne may upon expiration or earlier termination deduct and retain from the security deposit any sums of money that are owing by the Licensee to Swinburne including, but not limited to, arrears of fees or costs, including Residential Fees, damages to property/equipment, replacement costs for missing items from the Premises or in respect of any breach on the part of the Licensee of the conditions of this Agreement.

# **3 USE AND OCCUPATION OF THE PREMISES**

## **3.1 General**

The Licensee shall:

**3.1.1** put the Premises to such use as is consistent with the Purpose;

**3.1.2** not carry on any trade or business within the Premises except with the prior written consent of the Manager;

**3.1.3** not assign, convey, arrange substitute occupants, or allow any other person to reside in the Premises or any part thereof without the written consent of Swinburne;

**3.1.4** permit and not interfere with the reasonable use of the Shared Facilities by the other residents;

**3.1.5** not create a nuisance or annoyance to any other residents of rooms or buildings adjoining the Premises;

**3.1.6** not keep any pets or allow any animals to enter the Premises;

- 3.1.7** not paint or affix any sign or any antenna or cabling, nails, screws, adhesive or fastenings onto the Premises and Shared Facilities without the prior consent of the Manager;
- 3.1.8** not use any equipment which will overload the cables, switchboard or sub-boards through which electricity is conveyed to or contained in the Premises and Shared Facilities;
- 3.1.9** not alter any part of the building or interfere with or make unauthorised use of any service, fitting or equipment in the Premises;
- 3.1.10** maintain sound levels from any stereo, radio, television or any instruments to such a level that it does not disturb other residents and neighbouring occupants;
- 3.1.11** be responsible for the actions of their guests and shall adhere to the guest policy published in the Swinburne Student Residences Handbook;
- 3.1.12** comply in every respect with all lawful notices and directions given by Swinburne or its authorised representative;
- 3.1.13** permit the Manager to access their academic results for academic support reasons only.

### **3.2 Licensee Conduct**

- 3.2.1** The Licensee acknowledges that the Premises and Shared Facilities are owned and managed by Swinburne and as such are subject to all Swinburne policies and procedures.
- 3.2.2** The Licensee agrees to comply with all relevant policies, procedures as published at: <http://www.swin.edu.au/corporate/registrar/ppd> including the Information Technology Acceptable Use Policy and Procedure located at: <http://policies.swinburne.edu.au/ppdonline/> and any rules or codes of conduct published in the Swinburne Student Residences Handbook located at <http://www.swin.edu.au/stuserv/residential/>.
- 3.2.3** The Licensee agrees to comply with the procedure and conditions of use of the Information Technology Acceptable Use Policy and Procedure located at: <http://policies.swinburne.edu.au/ppdonline/>.
- 3.2.4** Swinburne reserves the right to amend and update its policies, procedures and rules at any time during the term of this Agreement as required.

### **3.3 Licensee Property**

The Licensee:

**3.3.1** acknowledges that Swinburne assumes no responsibility for the theft, destruction or loss of money, valuables or other personal property brought onto the Premises, Shared Facilities or any Swinburne property by the Licensee or their guests regardless of cause; and

**3.3.2** shall make arrangements for the insurance of their personal property.

### **3.4 Illegal Substances**

The Licensee shall not sell, possess or use any illegal substance on the Premises or associated Swinburne property.

### **3.5 Criminal Activity**

Swinburne will report all criminal activity to the Victorian Police. The Licensee acknowledges that any involvement in criminal activity may result in disciplinary proceedings which may result in their exclusion from Swinburne and termination of this Agreement.

## **4 MAINTENANCE AND CLEANING**

### **4.1 Licensee Responsibilities**

The Licensee:

**4.1.1** shall complete and submit a Premises condition report ("the Premises Condition Report") within three (3) business days of the Occupation Date;

**4.1.2** shall endeavour to complete and submit in cooperation with other occupants a condition report for the Shared Facilities ("the Shared Facilities Condition Report") within five (5) business days of the Occupation Date;

**4.1.3** will keep the Premises and Shared Facilities clean, hygienic and free from rubbish;

**4.1.4** will be charged for any damage, or other loss incurred to the Premises furniture and equipment which is a result of the carelessness or misconduct of the Licensee;

**4.1.5** will be charged for any damage of or removal of items from Shared Facilities as a result of the carelessness or misconduct of any or all residents unless individual responsibility is determined;

**4.1.6** will be charged for the cost of any additional cleaning that Swinburne determines necessary to keep the Premises and Shared Facilities clean and free from rubbish, which shall be attributed based on responsibility where the Shared Facilities are concerned;

**4.1.7** shall notify Swinburne of any damage to or removal of items from the Premises and Shared Facilities as soon as the Licensee becomes aware of the damage or removal;

**4.1.8** shall upon expiration or earlier termination of this Agreement leave the Premises and Shared Facilities in the same condition they were in at the Occupation Date (fair wear and tear and damage by fire, flood, tempest, earthquake and explosion excepted) as detailed on the last recorded Premises Condition Report and Shared Facility Condition Report.

## **4.2 Right of Entry**

Swinburne reserves the right to enter the Premises and Shared Facilities upon reasonable notice from time to time during daylight hours in order to:

**4.2.1** carry out routine inspections;

**4.2.2** conduct testing and tagging of all electrical equipment in the room, in accordance with Swinburne's OH&S – Testing and Tagging of Electrical Equipment Procedure;

**4.2.3** perform repairs as requested by the Licensee.

## **4.3 Right of Entry – Without Notice**

In the case of urgent repairs being necessary, or in the case of emergency or other special circumstances, permit Swinburne to enter the Premises and/or Shared Facilities if the Licensee is not in attendance. Swinburne reserves the right to enter the Shared Facilities to access any vacant Premises during daylight hours.

## **4.4 Routine Inspection**

Swinburne having given reasonable notice may undertake routine inspections as follows:

**4.4.1** Shared Facilities will be inspected monthly;

**4.4.2** Premises and Shared Facilities will be inspected once a semester.

# **5 SAFETY**

## **5.1 Fire Safety Regulations**

The Licensee acknowledges and agrees to abide by the fire safety rules as published in the Swinburne Student Residence Handbook and further acknowledges that interference with fire equipment including fire hoses, fire extinguishers and smoke detectors will result in immediate termination of the Agreement. Fire safety rules prohibit cooking, burning of candles, burning of incense and the use of electric radiators, electric blankets, or any other heaters in rooms and cooking is only allowed in designated kitchen spaces.

## **5.2 Heating**

The Licensee shall not use any other form of heating other than the heater/s provided in the Premises by Swinburne Student Residences.

## **5.3 Fire Systems**

The Licensee acknowledges that malicious or careless actions that lead to the activation of crisis/fire systems may result in a monetary fine for those responsible, and those responsible may be subject to disciplinary action.

## **5.4 Prohibited Materials**

The Licensee must not have in their possession or store any combustible materials or liquids, firearms or knives or any other dangerous or illegal substances or items in the Premises or anywhere on Swinburne property.

## **5.5 Smoking Restrictions**

The Licensee acknowledges that Swinburne is subject to the smoking prohibitions provided under the *Tobacco Act 1987*, and in addition to fire safety rules contained in the Swinburne Student Residences Handbook the Licensee acknowledges that smoking is not permitted:

**5.5.1** within five (5) metres of any Swinburne building;

**5.5.2** inside the Premises or Shared Facilities or

**5.5.3** adjacent to the entrances of the building or the covered walkways outside rooms.

## **5.6 Smoke Detectors**

The Licensee agrees to assist in the maintenance of all smoke detectors in the Premises by notifying the Manager immediately if any fault is apparent. The Licensee must not remove the batteries from the smoke detector.

## **5.7 Personal Electrical Equipment**

**5.8** The Licensee must not use privately owned electrical equipment that has not been tested and tagged, or which that which upon assessment is considered to be a risk to the health and safety of Swinburne's operations. The Licensee accepts that they may be required to dispose of any privately owned equipment which is considered a risk in accordance with Swinburne's instructions.

# **6 TERMINATION**

## **6.1 Termination by the University**

The Licensee agrees that Swinburne may terminate this Agreement giving the following notice periods in the following events:

**6.1.1** three (3) business days notice where the Licensee fails to take occupancy of the Premises from the Occupation Date;

- 6.1.2** five (5) business days notice where the Licensee ceases their enrolment or is no longer enrolled on a full time basis;
- 6.1.3** 24 hours notice in writing where the Manager of Swinburne Student Residences (“the Manager”) forms the reasonable opinion that:
  - 6.1.3.1** the Licensee is engaged in any illegal activity whatsoever;
  - 6.1.3.2** the Licensee is causing a disturbance;
  - 6.1.3.3** the Licensee’s behaviour is likely to put at risk the physical safety of any other person on Swinburne property.
- 6.1.4** 21 days notice in writing where the following breaches occur:
  - 6.1.4.1** any fees or any part thereof remain unpaid for 14 days after becoming due and payable whether formally demanded or not;
  - 6.1.4.2** there is any breach by the Licensee of any condition of this licence agreement;
  - 6.1.4.3** the Licensee is suspended or excluded from Swinburne;
  - 6.1.4.4** the Licensee fails to comply with any reasonable direction by an officer of Swinburne.

## **6.2 Full-Time Status**

The Licensee acknowledges that if they cease their enrolment or commence enrolment as a part time they must notify the Manager immediately and provide proof of the change within three (3) business days of a change in status. Notwithstanding sub-clause 6.1.2, if the Licensee’s enrolment is reduced to part time the Manager at their absolute discretion may permit the Licensee to continue their occupancy under this Agreement.

## **6.3 Termination by Licensee**

A Licensee may terminate this Agreement where they give notice in writing as follows:

- 6.3.1** if they are yet to take occupation of the Premises they must provide notice no less than five (5) business days before the Date of Occupancy;
- 6.3.2** if the reason/s for termination are for medical, compassionate or hardship reasons notice must be provided as soon as is reasonably possible;
- 6.3.3** in all other circumstances the Licensee must give Swinburne eight (8) weeks written notice, alternatively, the Licensee must pay the equivalent of eight (8) weeks Residential Fees in lieu of this notice.

## **6.4 Unilateral Termination**

In the event that the Premises are for any reason destroyed or so damaged as to be unfit for habitation this Agreement will terminate with immediate effect.

## **6.5 Fees and Refunds Payable Upon Termination**

**6.5.1** Where this Agreement is terminated under sub-clause 6.3.1 the Licensee will be charged a termination fee as set out in their Letter of Offer (“the Termination Fee”) but will be refunded the following components of the Residential Fee:

**6.5.1.1** resident club fee

**6.5.1.2** phone service fee

**6.5.1.3** security deposit (less additional costs)

**6.5.1.4** license fee

**6.5.1.5** cleaning fee

**6.5.2** Where this Agreement is terminated under sub-clause 6.3.2 the Licensee will be charged a Termination Fee at the discretion of the Manager and will be refunded the Residential Fee less any fees and costs payable at the date of termination.

**6.5.3** Where this Agreement is terminated under sub-clause 6.4 the Licensee will be refunded the Residential Fee less any fees payable at the date of termination unless the damage and or destruction is attributed to the negligence or wilful and malicious actions of the Licensee.

**6.5.4** In all other instances where this Agreement is terminated under this clause 6 the Licensee will be charged a Termination Fee and in the absence of any requisite notice from the Licensee the Licensee must pay the equivalent of eight (8) weeks of Residential Fees.

## **6.6 Termination Advice**

In all cases of termination under this clause 6 the Licensee must complete and submit a termination advice in the appropriate form to the Manager.

## **7 ALLOCATION OF ACCOMODATION**

### **7.1 Preference and Availability**

Swinburne has allocated the Premises to the Licensee based on the preferences the Licensee has specified previously and the availability of accommodation at the time of allocation.

### **7.2 Alternative Allocation**

Swinburne reserves the right to make alternative allocations of Premises for such reasons as Swinburne determines appropriate. These reasons include, without limitation:

- 7.2.1 the use of temporary accommodation when permanent space is not available;
- 7.2.2 construction, renovation, and/or maintenance activities; interpersonal conflicts;
- 7.2.3 health, safety and/or security concerns;
- 7.2.4 natural disasters;
- 7.2.5 pending disciplinary action and non-compliance with Swinburne regulations.

### **7.3 Fees**

Reallocation and utility or facility disruptions shall not result in the reimbursement or reduction of fees referred to in this agreement. No change of Premises fee is payable where alternative allocation is initiated by the Manager.

### **7.4 Change of Premises**

The Licensee may make an application to the Manager in the appropriate form to change the Premises allocated approval of which is at the Manager's discretion. A change of Premises fee ("Change of Premises Fee") as set out in the Letter of Offer will be charged if the application is approved, but may be waived under exceptional circumstances by the Manager.

### **7.5 No Discrimination**

Swinburne does not discriminate on the basis of race, colour, national origin, sex, age, disability, creed, religion or sexual orientation through the admission, initial allocation and alternative allocation processes.

## **8 VACATION PROCEDURE**

### **8.1 Cleaning**

Prior to vacation the Licensee must clean the Premises and Shared Facilities removing all rubbish and food items. Additional cleaning and maintenance fees may be charged in the event that non-standard cleaning and replacement and repair costs are incurred by Swinburne after vacation.

### **8.2 Vacation**

The Licensee must vacate at 12.00 PM on the last day of the Term. Approval from the Manager must be obtained if vacation cannot occur at that time by completing the appropriate form. In the absence of this approval, Swinburne reserves the right to remove the Licensee's possessions from the Premises and store them at the cost of the Licensee for a period of seven (7) days before disposing of them.

## 9 READMISSION

The Licensee acknowledges that readmission under licence to Swinburne Student Residences is not automatic, as such when contemplating the readmission of the Licensee Swinburne may consider the following:

- 9.1 provide notice of their intentions to continue their occupancy the year prior;
- 9.2 have a satisfactory payment history of Residential Fees and associated accommodation costs;
- 9.3 have maintained a record of good behaviour within the Swinburne Student Residences;
- 9.4 have complied with the terms and conditions of the licence agreement in the year prior.

## 10 DISPUTES AND APPEALS

### 10.1 Right of Appeal

If this Agreement is terminated under sub-clause 6.1. the Licensee has a right to appeal to the Director Student Services within the notice periods provided.

### 10.2 General Misconduct

If any academic penalty including exclusion is imposed in pursuance of this Agreement an appeal must be made under the General Misconduct Policy and Procedure found at: <http://policies.swinburne.edu.au/ppdonline/>.

## 11 NOTICE

### 11.1 Notice to the Licensee

Any notice to the Licensee by Swinburne may be signed for Swinburne by an authorised Swinburne officer, and may be given to the Licensee either personally or by leaving the same at the Premises.

### 11.2 Notice to Swinburne

Any notice by the Licensee to Swinburne must be addressed to the Manager as follows:

*The Manager  
Swinburne Student Residences  
Swinburne University of Technology  
21 Wakefield Street  
Hawthorn  
VIC 3122*

and may be given to the Manager either personally or by leaving the same at the Manager's office during business hours.

**THIS LICENCE IS EXECUTED** by the parties on the date specified in Item 1 of the Schedule.

**SIGNED** for and on behalf of  
**SWINBURNE UNIVERSITY OF  
TECHNOLOGY** in the presence of:

)  
) x.....  
) .....  
) Name of signatory  
) .....  
) Title of signatory  
)

Date signed:    /    /

x.....

Signature of Witness

**SIGNED** by the **LICENSEE** in the  
presence of:

) x.....  
) .....  
) Name of signatory  
)

Date signed:    /    /

x.....

Signature of Witness

## SCHEDULE

<b>Item 1: Date</b>	[Swinburne University to insert date]
<b>Item 2: Licensee</b>	Full Name: .....  Permanent Address: ..... ..... .....  Telephone: .....  Academic Program: .....  Student ID: .....
<b>Item 3: Premises</b>	Room.....of Apartment....., Located at Swinburne Student Residences, Swinburne University of Technology, Hawthorn, Victoria.
<b>Item 4: Occupation Date</b>	..... day of ..... 20..... (day) (month) (year)
<b>Item 5: End Date</b>	..... day of ..... 20..... (day) (month) (year)
<b>Item 6: Shared Facilities</b>	Shared Facilities are: <ul style="list-style-type: none"> <li>• kitchen extension</li> <li>• bathroom</li> <li>• lavatory</li> <li>• passageways in the apartment</li> <li>• courtyard (if included)</li> <li>• any items listed in the Shared Facilities condition report.</li> </ul>
<b>Item 7: Residential Fee and Manner of Payment</b>	The Residential Fee and manner of payment is set out in the Letter of Offer received by the Licensee prior to execution of this Agreement.
<b>Item 8: Purpose</b>	The Purpose of the Premises are to provide Student Accommodation within the meaning given by the Swinburne Student Residences Handbook.