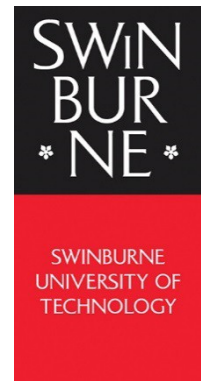


# LICENCE AGREEMENT



**DATE:** This Agreement shall take effect on the date set out in Item 1 of Schedule 1 to this Agreement.

## BETWEEN

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

## AND

The Party described in Item 2 of Schedule 1 to this Agreement  
(Licensee)

## WHEREAS

- A. Swinburne is the lessee of the Premises described in Item 3 of Schedule 1 (**Premises**).
- B. The Licensee has requested that Swinburne to grant a licence over the Premises and Swinburne has agreed to grant such a licence, on the terms and conditions set out this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

### 1 GRANT OF LICENCE

- 1.1 Swinburne grants to the Licensee, a licence to use the Premises and the shared facilities described in Item 6 of the Schedule (**Shared Facilities**) subject to the terms and conditions of this Agreement (**Licence**).
- 1.2 The Licence shall commence on the date set out in Item 4 of Schedule 1 (**Occupation Date**) and end on the date set out in Item 5 of Schedule 1 (**End Date**), unless terminated earlier in accordance with clause 7.
- 1.3 The Licensee shall have no right to sub-licence the Premises to another party.

## **2 USE OF THE PREMISES**

- 2.1** For the term of the Licence, the Licensee shall use the Premises for the purpose described in Item 9 of Schedule 1 (**Purpose**) and for no other purpose.
- 2.2** The Licensee agrees and acknowledges that he or she must not:
  - 2.2.1** operate a business from the Premises;
  - 2.2.2** use or allow the premises to be used for any illegal purpose; or
  - 2.2.3** use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier or neighbouring premises.

## **3 FEES AND CHARGES**

### **3.1 Licence Fee**

For the term of the Licence, the Licensee shall pay to Swinburne a licence fee of the amount and in the manner specified in Item 7 of Schedule 1 (**Licence Fee**).

### **3.2 Amenities**

The Licensee is responsible for arranging for the connection of amenities as advised by Swinburne, such as internet and phone, and for the payment of all amenities.

### **3.3 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 of this Agreement by the Licensee.

### **3.4 Security Deposit**

- 3.4.1** The Licensee will pay a security deposit the amount and in the manner specified in Item 8 of Schedule 1 (**Security Deposit**).
- 3.4.2** The Security Deposit will be held by Swinburne for the term of the Licence.
- 3.4.3** Following the expiration or earlier termination of the Licence, Swinburne may deduct and retain from the Security Deposit any amount:
  - 3.4.3.1** owed by the Licensee to Swinburne including, but not limited to, arrears of Licence Fee payments;
  - 3.4.3.2** required to repair damage to the Premises or replace items missing from the Premises;
  - 3.4.3.3** due to Swinburne as a result of a breach of this Agreement by the Licensee.
- 3.4.4** After the expiration or termination of the Licence, Swinburne will return

the Security Deposit to the Licensee, less any amounts deducted and retained in accordance with clause 3.4.3.

## **4 OCCUPATION OF THE PREMISES**

### **4.1 Swinburne's Lease of the Premises**

**4.1.1** The Licensee acknowledges that the Premises are owned by a third party (**Premises Owner**) and leased to Swinburne under a residential tenancy agreement (**Lease Agreement**).

**4.1.2** The Licensee agrees not to engage in any conduct which may:

**4.1.2.1** place Swinburne in breach of the Lease Agreement; or

**4.1.2.2** invalidate an insurance policy held by Swinburne or the Premises Owner, in relation to the Premises.

**4.1.3** The Licensee agrees to abide by the policies or procedures of UniLodge Australia (**Property Manager**) as applicable to the Premises.

**4.1.4** The Licensee agrees to abide by the Owners Corporation Rules attached to Schedule 2 of this Agreement.

### **4.2 Compliance with Swinburne's Policies**

**4.2.1** The Licensee agree to be bound by Swinburne's general policies and procedures for student residences, to the extent that they apply to the Premises. In particular, the Licensee agrees to comply with:

**4.2.1.1** all relevant policies, statutes and regulations as published at: <http://www.swinburne.edu.au/policies-regulations/>; and

**4.2.1.2** the Information Technology Acceptable Use Guidelines located at: <http://www.swinburne.edu.au/about/leadership-governance/policies-regulations/procedures-guidelines/acceptable-use-guidelines/>.

**4.2.2** The Licensee acknowledges that Swinburne reserves the right to amend and update its policies, procedures, rules, statutes and regulations at any time during the term of this Agreement, without notice to the Licensee.

### **4.3 Licensee's Property**

**4.3.1** During the term of the Licence, the Licensee is responsible for the Premises and his or her personal property stored therein.

**4.3.2** The Licensee 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.

**4.3.3** The Licensee shall make arrangements for the insurance of his or her

personal property.

#### **4.4 Criminal Activity**

The Licensee acknowledges that 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 the termination of this Agreement.

#### **4.5 Compulsory (Prescribed) Training**

The Licensee agrees to complete the on-line training modules prescribed by Swinburne before occupying the Premises. Access to the Premises will be issued on proven completion of the on-line training modules. Swinburne reserves the right to make alternative arrangements for exceptional circumstances. The current prescribed on-line training is titled "Consent Matters" and can be accessed at <https://studying.epigeum.com/>

### **5 MAINTENANCE AND CLEANING**

#### **5.1 Condition Report**

The following procedures apply to the preparation and acceptance of a Premises Condition Report ("PCR"):

(a) At Occupation (the Occupation Date):

- i. Swinburne will assess the condition of the Premises prior to the Licensee occupying the Premises;
- ii. Swinburne will provide a copy of the PCR to the Licensee;
- iii. The Licensee may dispute the PCR with-in 3 days of commencing occupation of the Premises;
- iv. If the Licensee does not object to the PCR as prepared by Swinburne with-in the 3 day notice period, the Licensee will have been deemed to have accepted the PCR.

(b) At exit (at the End Date):

- i. Swinburne will assess the condition of the Premises with-in 5 business days of the End Date (or as otherwise agreed between the Parties);
- ii. Swinburne will prepare the PCR and send a copy of the PCR to the Licensee;
- iii. Swinburne will send an electronic version of the PCR to the Licensee using the contact details provided by the Licensee.
- iv. The Licensee has 3 days to object to the PCR. If the Licensee does not object to the PCR as prepared by Swinburne with-in the 3 day notice period, the Licensee will have been deemed to have accepted the PCR.
- v. If there is any damage found to the property caused by the Licensee then Swinburne will send

an invoice to the Licensee or otherwise offset any Security Deposit funds belonging to the Licensee held by Swinburne

## **5.2 Licensee Responsibilities**

### **5.2.1 The Licensee shall:**

- 5.2.1.1** ensure that care is taken to avoid damaging the Premises and Shared Facilities;
- 5.2.1.2** keep the Premises and Shared Facilities clean, hygienic and free from rubbish;
- 5.2.1.3** hang washing in a way that complies with the Owners Corporation Rules;
- 5.2.1.4** ensure that the freezer is defrosted on a regular (monthly) basis;
- 5.2.1.5** not keep a pet at the Premises, without first obtaining Swinburne's written permission; and
- 5.2.1.6** not attempt to change the locks at the Premises.

**5.2.2** The Licensee shall be liable 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 or a person the Licensee allows into the Premises.

**5.2.3** The Licensee shall notify Swinburne and the Property Manager, as soon as reasonably possible, of:

- 5.2.3.1** any damage to the Premises;
- 5.2.3.2** any defects at the Premises that may injure someone or cause damage; and
- 5.2.3.3** any blockage or defect in the drainage, septic, sewerage or storm water systems at the Premises.

## **5.3 Installation of Goods, Alterations and Renovations**

**5.3.1** The Licensee must not install any goods, make any alterations or additions to, or carry out any renovations at the Premises, without the prior written permission of Swinburne.

**5.3.2** Examples of things for which prior written approval must be sought include, without limitation: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping.

## **5.4 Right of Entry – With Notice**

Swinburne and the Property Manager reserve the right to enter the Premises upon reasonable notice, from time to time, during daylight hours in order to:

**5.4.1** carry out routine inspections; and

**5.4.2** perform or arrange for repairs as requested by the Licensee or otherwise required.

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

Swinburne and the Property Manager reserve the right to enter the Premises without notice in the case of general or urgent maintenance repairs being necessary, or in the case of emergency or other special circumstances.

# **6 SAFETY**

## **6.1 Fire Safety Regulations**

**6.1.1** The Licensee acknowledges and agrees to abide by the fire safety rules of the Property Manager or as otherwise applicable to the Premises.

**6.1.2** The Licensee acknowledges that interference with fire equipment including fire hoses, fire extinguishers and smoke detectors will result in immediate termination of the Agreement.

**6.1.3** Fire safety rules prohibit 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.

## **6.2 Heating**

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

## **6.3 Fire Systems**

The Licensee acknowledges that if he or she is found to have engaged in malicious or careless actions that lead to the activation of emergency or security systems, the Licensee:

**6.3.1** may be subject to disciplinary action; and

**6.3.2** will be responsible for all charges associated with the attendance of the emergency services (if any).

#### **6.4 Prohibited Materials**

The Licensee must not have in his or her possession or store at the Premises:

- 6.4.1** any combustible materials or liquids, firearms or knives or any other dangerous, or controlled weapon as defined under the *Control of Weapons Act 1990* (Vic);
- 6.4.2** inflammable liquids, gases or automotive or machinery lubricants, such as motor fuels, kerosene and bottled gasses; or
- 6.4.3** illegal substances or items.

#### **6.5 Smoking Restrictions**

The Licensee acknowledges that smoking is not permitted inside the Premises or Shared Facilities, including any balcony. That Licence will not smoke inside the Premises and will not allow others to smoke inside the Premises.

#### **6.6 Smoke Detectors**

The Licensee agrees to:

- 6.6.1** assist in the maintenance of all smoke detectors in the Premises by notifying Swinburne and the Property Manager immediately if any fault is apparent;
- 6.6.2** not tamper with any smoke detector on the Premises in any way;
- 6.6.3** test the smoke detector is in working condition from time to time;
- 6.6.4** not replace the battery in the smoke detector; and
- 6.6.5** notify Swinburne and the Property Manager if the smoke detector makes a sound indicating the battery needs to be replaced.

#### **6.7 Parking**

The Licensee will not to keep any unregistered or un-roadworthy vehicles at the Premises at any time. The Licensee acknowledges that car parking is limited to those spaces available onsite and no on street parking permits will be requested or issued by Council for residents of this building. The Licence does not include a guaranteed parking space.

### **7 TERMINATION**

#### **7.1 Termination by Swinburne**

Swinburne may terminate this Agreement by giving the Licensee:

- 7.1.1** three (3) business days' written notice, where the Licensee fails to take possession of the Premises on the Occupation Date;

- 7.1.2** five (5) business days' written notice, where the Licensee ceases his/her enrolment at Swinburne or is no longer enrolled on a full time basis;
- 7.1.3** 24 hours' written notice, where Swinburne reasonably believes that:
  - 7.1.3.1** the Licensee is engaged in, or appears to be engaged in, any illegal activity;
  - 7.1.3.2** the Licensee is causing a disturbance;
  - 7.1.3.3** the Licensee's behaviour presents a risk to the physical safety of any other person on Swinburne property or residing in a neighboring premises.
- 7.1.4** subject to clause 7.1.5, 21 days' written notice where:
  - 7.1.4.1** any fees or any part thereof remain unpaid for 14 days after becoming due and payable whether formally demanded or not;
  - 7.1.4.2** there is any breach by the Licensee of any condition of this Agreement;
  - 7.1.4.3** the Licensee is suspended or excluded from Swinburne; or
  - 7.1.4.4** the Licensee fails to comply with any reasonable direction by an officer of Swinburne.
- 7.1.5** Swinburne may provide a shorter notice period where:
  - 7.1.5.1** the Licensee has breached any condition of this Agreement and Swinburne forms the reasonable opinion that the seriousness of the breach requires a shorter notice period; or
  - 7.1.5.2** the Licensee is suspended or excluded from Swinburne and Swinburne forms the reasonable opinion that the Licensee's actions, that resulted in the expulsion or suspension, are serious enough to require a shorter notice period.



## **7.2 Enrolment Status**

- 7.2.1** It is a condition of this Licence that the Licensee be enrolled as a full time on campus student at Swinburne.
- 7.2.2** In the event that the Licensee changes his or her enrolment status to either cease their full time enrolment or commence a part time or online enrolment, the Licensee must within three (3) business days of the change notify and provide evidence to the Manager of Swinburne Student Residences (**Residences Manager**).
- 7.2.3** If the Licensee's enrolment is reduced to part time or online enrolment, this Agreement may be terminated at the absolute discretion of the Residences Manager or his/her nominee.

## **7.3 Termination by Licensee**

The Licensee may terminate this Agreement by giving written notice to Swinburne as follows:

- 7.3.1** if the Licensee is yet to take occupation of the Premises, he or she must provide notice no less than five (5) business days before the Occupancy Date;
- 7.3.2** if the Licensee's reason/s for termination are for medical, compassionate or hardship, notice must be provided as soon as is reasonably possible;
- 7.3.3** in all other circumstances the Licensee must:
- i) notify Swinburne of the Licensee's intention to vacate the Premises and provide Swinburne with the date of vacation;
  - ii) until advised otherwise by Swinburne, continue to pay the Licence Fee, in accordance with this Agreement, until the earlier of:
    - (a) a new licensee (as approved solely by Swinburne) takes possession of the Premises and commences paying the requisite license fee; or
    - (b) the End Date. The Licensee may, at any time, elect to pay to Swinburne any outstanding Licence Fees and other charges payable until the End Date so as to terminate this Agreement.

## **7.4 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.

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

- 7.5.1** Where this Agreement is terminated under clause 7.3.1, the Licensee will be liable for the termination fee as set out in Item 10 of Schedule 1 (**Termination Fee**), and will be refunded the Security Deposit and Licence Fee, less any fees and costs payable at the date the Premises are vacated.

- 7.5.2** Where this Agreement is terminated under clause 7.3.2 the Licensee will be liable for the Termination Fee at Swinburne's discretion and will be refunded the Security Deposit and Licence Fee, less any fees and costs payable at the date the Premises are vacated.
- 7.5.3** Where this Agreement is terminated under clause 7.4, the Licensee will be refunded the Security Deposit and Licence Fee, less any fees and costs payable at the date the Premises are vacated.
- 7.5.4** Where this Agreement is terminated under this clause 7 for any other reason, the Licensee will be liable for the Termination Fee and in the absence of any requisite notice from the Licensee, the Licensee must pay the equivalent of eight (8) weeks of Licence Fees.

## **7.6 Termination Advice**

In all cases of termination under this clause 7 the Licensee must complete and submit a termination advice in the appropriate form to Swinburne.

# **8 ALTERNATIVE ACCOMMODATION**

## **8.1 Alternative Accommodation**

Swinburne may, in circumstances it deems appropriate, offer the Licensee alternative accommodation in an apartment similar to the Premises or at Swinburne's onsite student residences. Relevant circumstances may include, without limitation:

- 8.1.1** construction, renovation or maintenance activities being carried out at the Premises;
- 8.1.2** health, safety or security concerns;
- 8.1.3** natural disasters; or
- 8.1.4** pending disciplinary action and non-compliance with Swinburne regulations.

## **8.2 Fees**

In the event that the Licensee accepts Swinburne's offer of alternative accommodation under clause 8.1, Swinburne and the Licensee will enter into a new agreement. There will be no refund or reimbursement of the Licence Fees duly paid under this Agreement and no reimbursement for utility or facility disruptions.

# **9 VACATION**

## **9.1 Vacating the Premises**

- 9.1.1** The Licensee must vacate the Premises by 10.00am on the End Date.
- 9.1.2** The Licensee shall leave the Premises 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.

**9.1.3** Where the Licensee's possessions are left at the Premises, 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.

## **9.2 Cleaning**

Prior to vacating the Premises, the Licensee must clean:

**9.2.1** the Premises and all furniture and equipment in the Premises, including by removing all rubbish and food items; and

**9.2.2** clean the carpets and at the request of Swinburne either have the carpets professionally steam cleaned or pay the cost of such cleaning to Swinburne.

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.

## **9.3 Costs**

At the expiration or termination of the Licence, the Licensee agrees to pay Swinburne, for any loss or damage incurred by Swinburne in cleaning or repairing damage to the Premises.

# **10 FURTHER LICENCES**

The Licensee acknowledges that the Licence has an End Date and he or she must vacate the Premises on that date. If the Licensee wishes to occupy the Premises for an additional term, he or she must contact the Manager at least one (1) month prior to the End Date to negotiate a new license. All new licenses will be granted or refused at Swinburne's sole discretion.

# **11 DISPUTES AND APPEALS**

## **11.1 Right of Appeal**

If this Agreement is terminated under clause 7.1, the Licensee has a right to appeal to the Director Facilities and Services Group within the notice period provided on the termination notice.

## **11.2 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://www.swinburne.edu.au/policies-regulations/statutes-regulations/student-general-misconduct/>

# **12 PRIVACY**

## **12.1 Collection of Personal Information**

Swinburne collects, holds and disposes of the Licensee's personal information in accordance with Victorian and Federal privacy legislation and Swinburne's Privacy Guidelines (as amended from time-to-time) available at <http://www.swinburne.edu.au/privacy/>

## **12.2 Disclosure Statement**

Personal information that Swinburne collects from residents, prospective residents and past residents includes:

- names and other related contact details;
- student identification numbers and official university email addresses;
- emergency contacts;
- photographic identification;
- accommodation fee payment history;
- academic qualifications, history and progress;
- complaints or misconduct details or information;
- other related personal information required for the effective management of the Residences.

Swinburne generally collects information at the time of application to the Swinburne residences, upon arrival at the residences, or when you participate in residences activities.

## **12.3 Consent to Use of Personal Information**

The Licensee consents to Swinburne using and disclosing the Licensee's personal information collected under this Agreement for the following purposes:

- To perform enquiries with third parties in relation to health, safety and welfare matters;
- To make enquiries to ascertain the Licensee's continued entitlement to services offered by Swinburne and the Swinburne residences, including the lease of the Premises;
- To share with other accommodation and property service providers, the performance of the Licensee's obligations under this agreement (eg: rental history check);
- To respond to an emergency, risk or other threat;
- When dealing with government authorities and law enforcement agencies related to matters concerning this Agreement;
- For Swinburne student misconduct purposes, including viewing and sharing any CCTV or other video footage for the investigation of potential student misconduct;
- Any other purpose related to the effective management of the Swinburne residences, including the Premises.

# **13 NOTICE**

## **13.1 Notices**

A notice given under this Agreement shall be in English and delivered by hand, post or email to the addresses set out in this clause 13.

### **13.2 Notice to the Licensee**

Any notice given to the Licensee by Swinburne will be given by the Residences Manager or another authorised Swinburne officer. A notice may be delivered to the Premises or to the Licensee's Swinburne email address.

### **13.3 Notice to Swinburne**

Any notice given by the Licensee to Swinburne must be addressed to the Manager as set out below and may be given to the Manager either personally or by leaving the same at the Manager's office (during business hours) or sending to the email address below.

*The Manager*

*Swinburne Student Accommodation*

*Swinburne University of Technology*

*24 Wakefield Street*

*Hawthorn VIC 3122*

*Email: [residences@swin.edu.au](mailto:residences@swin.edu.au)*

For all notifications of damage or repairs required to the Premises, including urgent repairs, the Licensee must first contact the Property Manager and then send a follow up notification to Swinburne at the above email address.

### **13.4 Notice to the Property Manager**

Any notice given to the Property Manager by the Licensee must be addressed to the Property Manager as set out below and may be given to the Property Manager personally or by leaving the same at UniLodge Vivida office (during business hours) or sending to the email address below.

The Property Manager

UniLodge Australia

367 Burwood Road,

Hawthorn, Victoria 3122

Email: [vivida@unilodge.com.au](mailto:vivida@unilodge.com.au)

For all notifications of damage or repairs required to the Premises, including urgent repairs, the Licensee must first contact the Property Manager at:

Telephone: +61 3 9006 5200

Email: [vivida@unilodge.com.au](mailto:vivida@unilodge.com.au)