



## LICENCE AGREEMENT

**DATE** The date set out in Item 1 of the form of Licence Acknowledgement

**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 form of Licence Acknowledgement

("Licensee")

### WHEREAS

- A. Swinburne is the owner of the Premises described in Item 3 of the form of Licence Acknowledgement ("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 form of Licence Acknowledgement ("the Purpose") from the date set out in Item 4 of the form of Licence Acknowledgement ("the Occupation Date") until the end date set out in Item 5 of the form of Licence Acknowledgement ("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 form of Licence Acknowledgement that are accessible to the particular Premises ("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 form of Licence Acknowledgement ("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 acceptance of the terms and conditions of this Agreement.

### **2.2 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.

### **2.3 Security Deposit**

- 2.3.1 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.
- 2.3.2 The security deposit will be held by Swinburne until the expiration or earlier termination of this Agreement.
- 2.3.3 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 Licensee Conduct

3.1.1 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.

3.1.2 The Licensee agrees to comply with all relevant policies, statutes and regulations as published at:

<http://www.swinburne.edu.au/policies-regulations/>

and the Information Technology Acceptable Use Guidelines located at:

<http://www.its.swinburne.edu.au/guides/security/acceptable-use-guidelines.html>

and any rules or codes of conduct, and information published in the Swinburne Student Residences Handbook located at:

<https://www.swinburne.edu.au/current-students/student-support-services/accommodation/on-campus/handbook/>

3.1.3 The Licensee acknowledges that Swinburne reserves the right to amend and update its policies, procedures and rules at any time during the term of this Agreement as required.

#### 3.1.4 Annual Compulsory (Prescribed) Training

The Licensee must complete the prescribed online training modules, including any updates or refresher training, (as determined by the *Manager, Swinburne Student Accommodation*) prior to the commencement of each Licence period. Key card access will be issued on proven completion of the online training modules for each Licence period. The Manager may make alternative arrangements for exceptional circumstances.

The current prescribed on-line training courses are "Consent Matters" and "Residences Induction". The courses can be accessed (with provided log in details) at:

<https://studying.epigeum.com/>

and

<http://swinburne.alcocups.com/sign-up>

- 3.1.5** The Residences is an adult environment and as such, there should be some level of parental involvement and approval for applicants who are under 18 years old. In some circumstances, these applicants and their parent/s may be asked to participate in an interview with a Residential Staff member as part of the application process.

### **3.2 Licensee Property**

The Licensee:

- 3.2.1** 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
- 3.2.2** shall make arrangements for the insurance of their personal property and ensure no personal property is left on the Premises at the conclusion of this licence

### **3.3 Illegal Substances**

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

### **3.4 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.

### **3.5 Privacy**

Swinburne collects, holds and disposes of 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/>

**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.

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 Licensee's continued entitlement to services offered by Swinburne and the Swinburne residences;
- To share with other accommodation and property service providers, the performance of 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;
- To review the academic results of all students at the end of each semester in order to identify residents who may need support and referral to Swinburne’s academic services;
- Any other purpose related to the effective management of the Swinburne residences.

## **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 agrees to pay 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.

4.1.9 At the expiration or termination of the Licence, the Licensee agrees to pay Swinburne, consistent with clauses 4.1.4, 4.1.5 and 4.1.6, for any loss or damage incurred by Swinburne on the following basis:

(a) the rate for cleaning and repair costs are determined by the schedule of rates provided to, or made available to Licensee from time-to-time. The current schedule of rates will be made available to Licensees on the Swinburne Residence's webpage. If the cost under this clause is greater than the published rate then Swinburne will provide the Licensee with a written quote before carrying out the works and charging the Licensee.

(b) if the costs are not paid to Swinburne on demand, Swinburne will automatically deducted any amounts due under clauses 4.1.4 – 4.1.6 from the Security Deposit provided for under clause 2.4 of this Licence Agreement. If there are insufficient funds from the Security Deposit then Swinburne will invoice the Licensee for the outstanding amount.

## 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 general or urgent maintenance repairs being necessary, or in the case of emergency or other special circumstances, permit Swinburne to enter the Premises and/or Shared Facilities.

In the case of imminent lock battery failure, permit Swinburne to enter the Premises and/or Shared Facilities for the purpose of changing the lock batteries.

Swinburne reserves the right to enter the Shared Facilities to access any vacant Premises during daylight hours, or after hours in cases of emergency or other special circumstances.

#### **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:

**5.3.1** malicious or careless actions that lead to the activation of emergency or security systems may result in a monetary fine, and those held responsible may be subject to disciplinary action;

**5.3.2** in the event that emergency services attend the Premises as a result of the Licensee's malicious and careless, all charges associated with the attendance of the emergency services will be paid for by the Licensee

## **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 controlled weapon as defined under the *Control of Weapons Act 1990 (Vic)* or illegal substances or items in the Premises or anywhere on Swinburne property.

## **5.5 Smoking Restrictions**

The Licensee acknowledges that:

**5.5.1** Swinburne is subject to the smoking prohibitions provided under the *Tobacco Act 1987*; and

**5.5.2** in addition to fire safety rules contained in the Resident Handbook smoking is not permitted:

**5.5.2.1** inside the Premises or Shared Facilities or

5.5.2.2 adjacent to the entrances of the Swinburne building or the covered walkways outside rooms;

5.5.2.3 on University campus.

## 5.6 Smoke Detectors

The Licensee agrees:

5.6.1 to assist in the maintenance of all smoke detectors in the Premises by notifying the Manager immediately if any fault is apparent; and

5.6.2 not to tamper with any smoke detector on the Premises in any way.

## 5.7 Personal Electrical Equipment

The Licensee must not use privately owned electrical equipment that has not been tested and tagged, or any equipment which upon assessment is considered to be a risk to the health and safety of Swinburne's staff, students, invitees or guests. 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 24 hours notice in writing where the Manager of Swinburne Student Residences ("the Manager") forms the reasonable opinion that:

6.1.2.1 the Licensee is engaged in any illegal activity whatsoever;

6.1.2.2 the Licensee is causing a disturbance;

6.1.2.3 the Licensee's behaviour is likely to put at risk the

physical safety of any other person on Swinburne property.

**6.1.3** Subject to clause 6.1.5, 21 days notice in writing where the following breaches occur:

**6.1.3.1** any fees or any part thereof remain unpaid for 14 days after becoming due and payable whether formally demanded or not;

**6.1.3.2** there is any breach by the Licensee of any condition of this licence agreement;

**6.1.3.3** the Licensee is suspended or excluded from Swinburne University of Technology;

**6.1.3.4** the Licensee fails to comply with any reasonable direction by an officer of Swinburne.

**6.1.4** Between 21 days notice in writing and 24 hours notice in writing where:

**6.1.4.1** pursuant to clause 6.1.4.2, 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; and

**6.1.4.2** pursuant to clause 6.1.4.3, the Licensee is suspended or excluded from Swinburne University of Technology and Swinburne forms the reasonable opinion that the Licensee's actions, that result in the expulsion or suspension, are serious enough to require a shorter notice period.

## **6.2 Enrolment Status**

The Licensee must be enrolled as a full time on campus student at Swinburne University. Non Swinburne students and visitors may be permitted to occupy the Residences at the Manager's discretion.

**6.2.1** In the event that the Licensee changes their enrolment status to

**6.2.1.1** cease their full time enrolment; or

**6.2.1.2** commence a part time or online enrolment; they must within three (3) business days of a change in status notify and provide evidence to the Manager of that change.

**6.2.2** If the Licensee's enrolment is ceased or reduced to part time or online enrolment, this Agreement may be terminated at the absolute discretion of the Manager, in which case if terminated, the notice provisions of clauses 6.3.2 and 6.3.3 apply.

### **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** social club fee

6.5.1.2 security deposit (less additional costs)

6.5.1.3 license fee

6.5.1.4 orientation 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 willful 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 10.00 AM 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.

When contemplating the readmission of the Licensee, Swinburne may consider whether the Licensee has:

- 9.1 provided notice of their intentions to continue their occupancy the year prior;
- 9.2 a satisfactory payment history of Residential Fees and associated accommodation costs;
- 9.3 maintained a record of good behaviour within Swinburne;
- 9.4 completed and able to provide evidence to the Manager of having completed the prescribed "Consent Matters" training (as defined in clause 3.1.4 above);
- 9.5 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://www.swinburne.edu.au/policies-regulations/statutes-regulations/student-general-misconduct/>

## 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 Accommodation  
Swinburne University of Technology  
24 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.