



**Australian  
National  
University**

# **Occupancy Agreement**

**(for a non-ANU student in  
multiple occupant room)**

**between**

**The Australian National University  
ABN 52 234 063 906**

**and**

**Occupant**

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## DATE

This Agreement is effective from the Commencement Date.

## PARTIES

**THE AUSTRALIAN NATIONAL UNIVERSITY ABN 52 234 063 906** an educational and research institute and body corporate pursuant to the *Australian National University Act 1991* (Cth), as represented by University Accommodation Services of Acton in the Australian Capital Territory, 2601 (**University**)

AND

The **PERSON** specified in the Details below (**Occupant**)

## AGREED TERMS:

DETAILS		
1.	<b>Occupant:</b>	Full name:
2.	<b>Facility:</b>	Facility name:
3.	<b>Room</b>	Means the room occupied by the Occupant.
4.	<b>Residential Handbook:</b>	<a href="#">Prospectus, residential handbook and guides</a>
5.	<b>Commencement Date:</b>	_____ 2024
6.	<b>Move-in Date</b>	_____ 2024
7.	<b>End Date:</b>	_____ 2024
8.	<b>Tariff</b>	Tariff means the tariffs specified in the fee schedule: <a href="#">Fees &amp; occupancy agreements</a>
9.	<b>Acceptance Fees:</b>	Means the acceptance fees specified in the fee schedule: <a href="#">Fees &amp; occupancy agreements</a>
10.	<b>Room Deposit:</b>	Means the room deposit specified in the fee schedule: <a href="#">Fees &amp; occupancy agreements</a>
11.	<b>Condition Report</b>	Means the condition report provided to the Occupant on the Move-in Date.

## AGREED TERMS

### 1 The Occupant's licence to occupy the Room and access the Facility

- 1.1 This is an Occupancy Agreement which is provided to persons who reside in a University accommodation facility whether that accommodation is owned by, offered by or under the responsibility of the University.
- 1.2 Provided that the Occupant does not breach the terms of this Agreement, the University grants the Occupant a licence to occupy the Room and access the Facility from the Move-in Date until the End Date.
- 1.3 The Occupant acknowledges that he or she will not acquire an estate or any other interest in the Room, other than the right to use the Room, in accordance with this Agreement.
- 1.4 The Occupant agrees not to assign, rent, sub-let or otherwise transfer possession of the Room.
- 1.5 The Occupant acknowledges that the Room is not suitable accommodation for children and families.
- 1.6 If the Occupant is under the age of 18 on the Commencement Date, this Agreement is subject to acceptance by a parent or guardian of the Occupant in the form required by the University.
- 1.7 No pets are permitted.

### 2 Tariff, fees and Term

- 2.1 Commencement of this Occupancy Agreement is subject to payment of the Acceptance Fees (which includes the Room Deposit).
- 2.2 The Occupant agrees to pay the Tariff, two weeks in advance, from the Move-in Date to the End Date (**Term**).
- 2.3 The Occupant acknowledges and agrees the Occupant must also:
  - 2.3.1 pay other applicable charges and fines as listed in the fee schedule:  
[Fees & occupancy agreements;](#)
  - 2.3.2 pay all amounts by direct debit from the Occupant's nominated financial institution.
- 2.4 The Occupant acknowledges that this Agreement expires on the End Date, unless terminated earlier in accordance with this Agreement. The Occupant is not entitled to an extension or renewal of this Agreement, or a new occupancy agreement, in the Facility or any other University student accommodation facility. If the Occupant wishes to enter into a new Occupancy Agreement on expiry or termination of this Agreement, the Occupant acknowledges they must make an application to the University using the prescribed forms.

### 3 Room Deposit

- 3.1 The Occupant will pay a Room Deposit to the University that will be held on behalf of the Occupant during the Term of this Agreement.
- 3.2 The Room Deposit will be paid to the Occupant in full within six (6) weeks after expiry or termination of this Agreement except that the University may deduct from the Room Deposit:
  - 3.2.1 the reasonable cost of repairs to, or the restoration of, the Room or any Facilities, furniture or goods provided with the Room or Facilities as a result of damage (other than fair wear and tear) caused by the Occupant;

- 3.2.2 the reasonable cost of securing the Room if the Occupant fails to return the keys for the Room to the University at the end of the Agreement; and
- 3.2.3 any Tariff or other amount owing and payable under the Agreement at the time the Agreement ends.
- 3.3 If the amount of the Room Deposit is insufficient to return the Room to the condition required by clause 4.2, and/or the Room Deposit is insufficient to cover arrears and any outstanding charges payable under clause 2, the Occupant remains liable to the University for the outstanding amounts, which are payable on demand by the University.
- 3.4 The Occupant acknowledges that no interest earned on the Room Deposit shall be paid to the Occupant.

#### **4 Condition Report**

- 4.1 The Occupant must complete and sign a Condition Report within seven (7) days of the Move-in Date.
- 4.2 The Occupant agrees that upon the expiry or termination of this Agreement, the Occupant will return the Room to the condition in which the Room was first provided, except for fair wear and tear.
- 4.3 The Occupant will notify the University immediately and no later than 24 hours, in writing, of any loss, damage, or defect to the Room or any loss or damage to the keys/access cards issued to the Occupant.

#### **5 Residential Handbook**

- 5.1 The Occupant acknowledges and agrees to comply with the Residential Handbook, available at: [Prospectus, residential handbook and guides](#)

#### **6 The Occupant's Obligations**

##### **6.1 General**

- 6.1.1 The Occupant agrees:
  - (a) to use the Room as the Occupant's residence;
  - (b) to abstain from behaviour that would cause annoyance or nuisance to the University or other occupants of the Facility;
  - (c) to seek the prior written consent of the University before making any alterations, additions, or improvements to the Room, including removing any fixtures, fittings, or other equipment;
  - (d) to pay for or reimburse the University for any damages the Occupant causes or permits to occur to the Room or the Facility;
  - (e) to prevent the obstruction of any public areas of the Facility;
  - (f) not to use any equipment or device that is reasonably likely to cause damage to the Room or Facility;
  - (g) to comply with lawful notices;
  - (h) to comply with reasonable directions from the University including, but not limited to, a direction to engage with safety or wellbeing support recommended by the University;
  - (i) to notify the University of any infectious illness or pest that may require the fumigation or disinfection of the Room or Facility;
  - (j) to maintain the Room in good order and condition and promptly notify the

University of any damage or fault in the Room and/or any requirement for maintenance;

- (k) to take reasonable care to avoid damaging the Room and the Facility;
- (l) not to use the Room or any part of the Facility for:
  - (i) any illegal purpose (including unlawful gambling);
  - (ii) any purpose that intended to cause harm to the Occupant or others; or
  - (iii) commercial activities;
- (m) to follow all reasonable directions from representatives of the University or ACT Health or other authorities in relation to compliance with COVID-19 protocols; and
- (n) to comply with the terms of this Agreement.

## **6.2 Behaviour**

6.2.1 The Occupant agrees not to cause, contribute to, or engage in unacceptable, unlawful or other behaviour.

6.2.2 The Occupant acknowledges the University will require them to make disclosures in relation to certain criminal charges and prior findings of misconduct.

6.2.3 By way of example, and without limitation, the Occupant agrees not to:

- (a) intentionally cause injury or harm to another person;
- (b) cause real or perceived violence or threats of violence;
- (c) bully or intimidate another person;
- (d) cause damage to the real or personal property of another person in the Room or Facility;
- (e) leave any part of the Facility or Room in an unclean state;
- (f) consume excessive amounts of alcohol;
- (g) consume, possess or distribute illegal substances;
- (h) consume, possess or distribute legal highs (such as NOS);
- (i) disrespect the rights and beliefs of other persons;
- (j) threaten the safety of the person of the Occupant or other persons;
- (k) behave offensively to others;
- (l) smoke, vape or use e-cigarettes within the Room and Facility, including within 15 metres of the same; or
- (m) produce excessive or loud noise.

## **6.3 Actions that may be taken by the University**

6.3.1 If the Occupant's behaviour is deemed unacceptable by the University, or the Occupant does not comply with a reasonable direction of the University, the University may take such action as deemed necessary including, without limitation:

- (a) immediate termination of this Agreement;
- (b) removing the Occupant to another accommodation facility;
- (c) placing the Occupant on probation;

- (d) requiring the Occupant to pay a fine (see [Fees & occupancy agreements](#));
- (e) requesting that the Occupant make an apology;
- (f) commencing disciplinary proceedings under the University's Discipline Rule; and/or
- (g) making a report to the Registrar under the University's Medical Leave Rule.

Without limiting what may constitute unacceptable behaviour, the Occupant acknowledges that the University considers the consumption, possession or distribution of illegal substances to be unacceptable behaviour.

## **7 University's Right to enter, inspect and repair**

- 7.1 The Occupant agrees that the University may exercise a right of entry to the Room for inspection, repair, cleaning or other reasonable purposes, including welfare checks.
- 7.2 Without limiting clause 7.1, the University:
  - 7.2.1 may enter and inspect the Room and any part of the Facility at all reasonable times on reasonable notice for the purpose of making repairs and/or for purposes which the University is bound to carry out under the requirements of any contract or law;
  - 7.2.2 (including authorised representatives) may enter the Room without notice (except for clause 7.4) in emergencies; and
  - 7.2.3 will use its best efforts to minimise inconveniences to the Occupant associated with the University's right to enter, inspect, and repair the Room.
- 7.3 The Occupant agrees that when they log a maintenance request, they consent to the University entering their Room for the purposes of a maintenance inspection and/or conducting repairs.
- 7.4 Where the University exercises a right of entry to the Room, the University will give notice by knocking three (3) times on the Occupant's door and, if there is no answer, may enter the Occupant's Room. If the Occupant is not in the Room, the University will leave a written note telling the Occupant when and why the University entered the room and the University representative's contact details.

## **8 Guests and Overnight Visitors**

- 8.1 The Occupant, in accordance with the Residential Handbook, is permitted to have guests (including an overnight visitor) provided that the Occupant:
  - 8.1.1 completes and returns a Visitor's Registration Form for each guest;
  - 8.1.2 agrees that overnight guests will not exceed more than one person on any given night, and the guest will stay no longer than a maximum of nights specified in the Residential Handbook;
  - 8.1.3 ensures that the guest does not stay in the common areas of the Facility;
  - 8.1.4 ensures that the guest behaves in the same manner required of the Occupant and complies with all reasonable directions of the University;
  - 8.1.5 undertakes responsibility and liability for any damage, loss or injury caused by a guest; and
  - 8.1.6 understands and agrees that the behaviour of the Occupant's guest may lead to the termination of this Agreement.

## **9 Termination without default**

- 9.1 Serious medical condition

- 9.1.1 If, during the Term, the Occupant:
- (a) experiences a serious medical condition that materially impacts on their obligations under this Agreement; or
  - (b) will be a full-time, primary-carer for a dependent and considers this will materially impact on their obligations under this Agreement,
- then the Occupant must notify the Head of Residence of the Facility (or their nominated representative) in writing, providing details and documentary evidence.
- 9.1.2 The Occupant agrees to meet with the University representatives notified by the Head of Residence and co-operate with the University to seek to address the impact on their obligations under this Agreement, which may include engaging with support services applicable to the Occupant's circumstances.
- 9.1.3 If the University requires additional documentary evidence of their medical condition or primary-carer obligation, the Occupant must promptly provide such evidence.
- 9.1.4 If the University determines at any time that the University and/or the Occupant (as applicable) is not able to address the serious medical or primary-carer circumstances of the Occupant, the University may terminate this Agreement with reasonable notice.

## 10 Termination for Default

- 10.1 Without limiting any other clause of this Agreement, if any one or more of the events described in clause 10.2 (each a **Default**) occurs, the Occupant shall be deemed to have breached this Agreement and the University will have the right to terminate this Agreement on reasonable notice to the Occupant.
- 10.2 Each of the following constitutes Default:
- 10.2.1 the Occupant fails to pay an amount due under this Agreement by the due date and such amount(s) remains unpaid for seven (7) days whether or not formal demands for repayment have been made;
  - 10.2.2 the Occupant breaches this Agreement;
  - 10.2.3 the Occupant ceases to occupy the Room before the End Date without the written consent of the University;
  - 10.2.4 the Occupant seeks the protection of any law relating to insolvent people, becomes bankrupt or commits an act of bankruptcy;
  - 10.2.5 the Occupant commits any act or behaviour which justifies 'immediate eviction';
  - 10.2.6 noting that the Occupant has been granted this Agreement because they are occupying a multiple occupant room with a student of the University, if the other occupant ceases to be a student of the University.

## 11 Consequences of Default, Termination or Expiry

- 11.1 The University shall be entitled to recover all losses and costs whatsoever that arise from termination of this Agreement.
- 11.2 The Occupant agrees that if:
- 11.2.1 the University terminates this Agreement in accordance with clause 9.1.4;
  - 11.2.2 they permanently vacate the Room prior to the End Date; or
  - 11.2.3 the University otherwise terminates this Agreement for Default pursuant to clause 10,



the Occupant will remain liable to pay the Tariff until the earlier of:

- 11.2.4 if the University terminates this Agreement in accordance with clause 9.1.4, the date of termination notified by the University;
  - 11.2.5 the End Date; or
  - 11.2.6 the date that the University enters into a replacement Occupancy Agreement for the Room.
- 11.3 If the Agreement is terminated prior to the End Date, the Occupant agrees that an Early Termination Fee and other administration charges associated with early vacation of the Room may apply prior to the Occupant's departure as described at: [Fees & occupancy agreements](#)
- 11.4 Upon expiry or termination of this Agreement for whatever cause, the University may remove any fixtures, fittings and/or the Occupant's personal property from the Room or Facility (including storage sheds) and:
- 11.4.1 store the same at the expense of the Occupant without being deemed conversion or becoming liable for any loss or damage in relation to removing and storing the Occupant's personal property and/or;
  - 11.4.2 dispose of any uncollected property in accordance with the requirements of the [Uncollected Goods Act 1996 \(ACT\)](#).

## 12 Privacy

### 12.1 Information collected

- 12.1.1 The University may collect information as required for compliance with the University's contractual, legal and statutory obligations or as otherwise required to give effect to this Agreement.
- 12.1.2 The Occupant agrees to provide information, including relevant personal information, to assist the University to comply with its obligations related to providing the Occupant with the accommodation and associated services.
- 12.1.3 The Occupant acknowledges that it is a condition of this Agreement that the Occupant provides the University with information needed to comply with State, Territory and Commonwealth law. The Occupant understands that if the Occupant does not provide such information, the University will not enter into this Agreement with the Occupant.

### 12.2 Use and disclosure of information

- 12.2.1 The University handles personal information in accordance with the *Privacy Act 1988 (Cth)* and the ANU Privacy Policy: [Policy: Privacy](#)
- 12.2.2 The Occupant acknowledges and consents to the University using and sharing the Occupant's personal information within areas of the University and with third party entities for the purposes of managing this Agreement and providing accommodation and services to the Occupant.
- 12.2.3 The Occupant acknowledges that the University may share the Occupant's personal information with other service providers such as archival, auditing, consulting, mail house, delivery, technology and security services organisations.

### 12.3 Requesting access to information

- 12.3.1 Requests by students for access to personal information held by the

University should be directed to the Registrar, Student Administration. For instructions see:

[Personal Information](#)

#### 12.4 Occupant Consent

12.4.1 The Occupant consents to having their photograph taken and to the University displaying the photograph together with the name and degree of the Occupant at the Facility, within internal publication materials (such as a divisional newsletter) and/or an official University website (unless they request otherwise in writing to the University).

#### 12.5 Under 18-Occupant emergency contact and consent

12.5.1 Each Occupant who is under the age of 18 at the Commencement Date, and for the period they remain under the age of 18:

- (a) must provide the University with up-to-date details of an adult emergency contact;
- (b) consents to the University contacting their emergency contact where the University considers it necessary, including for matters relating to the safety and wellbeing of the Occupant; and
- (c) consents to the University providing information to their parent/s or guardian/s about matters relating to this Agreement.

### 13 Dispute Resolution

- 13.1 A party claiming that a dispute has arisen must notify the other party (in accordance with clause 18) giving details of the dispute (**Notification**).
- 13.2 On receipt of a Notification, each party must negotiate in good faith to resolve the dispute.
- 13.3 If a dispute is not resolved within 10 days (or longer period agreed between the parties) of receipt of a Notification, the parties may refer the matter to be dealt with in accordance with a relevant University policy and procedure (if any).
- 13.4 If a dispute is not resolved within 30 days (or longer period agreed between the parties) of receipt of a Notification, the parties may agree to refer the dispute for mediation by a community dispute resolution service provider (for example, the ACT Conflict Resolution Service: <https://crs.org.au/>).
- 13.5 The Occupant may make a complaint at any time under the *Human Rights Commission Act 2005*. The ACT Human Rights Commission contact details are available at: <https://hrc.act.gov.au/>.
- 13.6 The contact details of the ACT Legal Aid Commission are available at: <https://www.legalaidact.org.au/>.
- 13.7 The contact details of the ACT Civil and Administrative Tribunal (ACAT) are available at: <https://www.acat.act.gov.au/>

### 14 Indemnity

- 14.1 The Occupant agrees to indemnify the University:
- 14.1.1 against any loss, liability, costs or expenses incurred or suffered by the University arising from or in connection with any damage to the Room or other areas of the Facility, goods or chattels of any other person caused by or contributed to by the Occupant's acts, negligence or default; and
  - 14.1.2 against any loss, liability, costs or expenses incurred by the University arising

from or in connection with any damages to the Room or other areas of the Facility, goods or chattels of another person caused by or in contributed to by the acts, negligence or omissions of the Occupant's guest(s) or overnight visitor(s); and

- 14.1.3 in respect of any liability or loss arising from costs, charges and expenses incurred in connection with the breach or default of this Agreement.

## **15 Exclusion of University Liability**

- 15.1 The Occupant agrees that the University is not liable to the Occupant for any liability or loss resulting from:

15.1.1 any act or omission of any other occupant or person in the Room and/or Facility; or

15.1.2 any malfunction, breakdown, interruption, or failure in relation to the supply of services to the Facility or Room.

- 15.2 The Occupant agrees that the University will not be liable for any loss of or damage to the Occupant's personal items, furniture, property or other goods or items the Occupant may bring into the Room or the Facility.

## **16 Acknowledgements**

- 16.1 The Occupant acknowledges:

16.1.1 they have received and read the letter of offer of accommodation, the Residential Handbook, and the Schedule of Fees;

16.1.2 they have had the opportunity to seek independent legal advice and have entered into this Agreement freely and voluntarily;

16.1.3 that no promises, representations, warranties or undertakings either express or implied have been given by or on behalf of the University in relation to the suitability of the Room or Services;

16.1.4 that all the fixtures, fittings and furnishings in the Room and Facility are the absolute property of the University;

16.1.5 that the University cannot guarantee a specific room, residence or location and the Occupant acknowledges and agrees that the University may require the Occupant to transfer temporarily or permanently to an alternative room, residence or location if necessary due to operational requirements and/or the availability of accommodation in the Facility; and

16.1.6 the University cannot guarantee carparking at the Residence or on campus, and the Occupant must comply with University legislation and rules regarding parking and traffic.

## **17 Multiple occupant rooms**

- 17.1 Without limiting clause 10.2.6, the Occupant acknowledges that Tariffs are based on a rate per Room. The Occupant agrees that if they are sharing a Room with another occupant (and sharing a proportion of the Tariff with another occupant) they will be liable for the full (100%) Tariff if the other occupant vacates the Room.

- 17.2 In the case of multiple occupant rooms (e.g. couples), if it is not clear in the circumstances which occupant is liable for a breach of their Agreement (e.g. damage to a shared room), the Occupant agrees that they will be equally liable for any loss or damage arising.

## **18 Notices**

- 18.1 Unless stated otherwise in this Agreement, all notices to the University must be sent by email to the Director, Residential Experience Division at: [Director.RED@anu.edu.au](mailto:Director.RED@anu.edu.au)
- 18.2 Any notice required under this Agreement shall be sufficiently served on the Occupant by:
  - 18.2.1 personal service; or
  - 18.2.2 by mailing any notice to the Occupant's last known place of residence; or
  - 18.2.3 by email.

**19 Entire Agreement**

- 19.1 This Agreement, together with the Residential Handbook, online offer acceptance page and the fee schedule ([Fees & occupancy agreements](#)) constitutes the entire agreement between the Occupant and the University and supersedes all previous agreements.

**20 Binding Agreement**

- 20.1 This Agreement shall be binding on execution by the Occupant and takes effect from the Commencement Date.

**EXECUTED AS AN AGREEMENT**

**SIGNED**

for and on behalf of the **Australian National University ABN 52 234 063 906** by an authorised officer in the presence of:

.....  
(Signature of authorised officer)

.....  
(Printed name of authorised officer)

.....  
Date

**SIGNED**

for and on behalf of the **Occupant** by:

.....  
(Signature)

.....  
Date