



## Student Accommodation Agreement

### Definitions

1. In this Agreement the following definitions apply:
  - (a) **“Agreement”** means this Accommodation Agreement together with the Code of Conduct for Students and the House Rules or other terms and conditions that may apply to the Premises from time to time;
  - (b) **“House Rules”** means any house rules relating to the Premises as in force and amended by the University from time to time;
  - (c) **“Premises”** means the relevant premises at either 20 Bantry St Ballina, 15 Dent Cres Cumbalum, 1/13 Presentation Cres Cumbalum, 1/29 Perkins Close Cumbalum or 132 Handel St, Armidale including not only the building but also any gardens, courtyards, driveways and carparks that may form the property;
  - (d) **“Rent”** means the amount of rent payable in accordance with clause 3;
  - (e) **“Resident”** means the student of White Star Aviation being provided with accommodation at the Premises pursuant to this Agreement;
  - (f) **“Residential Security Bond”** means the bond

paid by the Resident in accordance with clause 5 of this Agreement;

### Provision of accommodation and rent

2. The accommodation at the Premises is provided to the Resident at WSA's sole discretion. WSA reserves the right to terminate this Agreement and withdraw the Resident's accommodation where the Resident fails to comply with this Agreement or ceases to be a student of WSA.
3. The Rent payable for 2024, is \$265 AUD per week for a standard room and \$310 AUD per week for a master bedroom.
4. Rent for each fortnight will be paid in full within the first 7 days of the relevant fortnight
5. In the event that the Resident decides that they no longer wish to reside at the Premises they may, depending on the circumstances, be entitled to a full or partial refund of any amounts paid.

### Bond and property condition report

6. A Residential Security Bond of **\$750** must be paid by the Resident in full at least 7 days prior to the Resident moving into the Premises. Payment can be made directly by Internet Transfer, by Credit Card, or Bank Cheque to White Star Aviation. WSA will provide a receipt for any Residential Security Bond paid and will hold the Residential Security Bond until termination of this Agreement where it will be returned to the Resident, subject to the provisions of this Agreement.

7. On or before the day on which the Resident moves into the Premises, WSA will provide the Resident with a property condition report in relation to the Premises. The Resident must handwrite amendments on the report indicating any areas where they do not agree with the report and return the signed report to WSA within 3 days. WSA will provide the Resident with a copy of the report. This report, once agreed by both parties, will serve as evidence of the condition of the Premises at the time the Resident moved in.

### Compliance with rules, policies, procedures

8. The Resident hereby agrees to comply with any codes, regulations, rules, policies and procedures as may apply to the Resident's occupation of the Premises from time to time including, but not limited to, the WSA Student Code of Conduct, any relevant policies or procedures and the House Rules.
9. In the event that the Resident fails to comply with any relevant codes, regulations, rules, policies or

procedures, WSA may take any of the following actions at its discretion:

- (a) issue the Resident with a formal written warning which may place any conditions WSA thinks appropriate on the Resident's continued occupation of the Premises;
  - (b) following the warning in (a) above or, depending on the circumstances, without a warning, evict the Resident and terminate this Agreement immediately or on notice.
10. For clarity, the actions WSA may take in accordance with clause 8 are separate to any investigation or disciplinary proceedings that may take place in accordance with its regulations, policies or procedures.

### Resident's obligations

11. The accommodation is offered on a “non-serviced” basis. The Resident is responsible for keeping the Premises clean and in good condition.
12. In the event that any property of WSA at the Premises is damaged, the Resident must notify the Residential Hall Supervisor or the Manager of Student Residences who will arrange for any necessary repairs or maintenance to be carried out. The Resident agrees to cooperate with WSA in order to enable access to the Premises by WSA or its contractors for this purpose.
13. In the event that the Resident is responsible for damaging any of WSA's property at the Premises WSA reserves the right to seek compensation from them for repair or replacement costs and, if such compensation remains outstanding at the time the Resident leaves the Premises, to withhold such

portion of the Residential Security Bond as is necessary to cover such costs.

14. WSA accepts no responsibility for personal property of the Resident kept at the Premises. The Resident is responsible for obtaining insurance in relation to their own property.
15. The Resident agrees not to give their keys or any code numbers for the Premises to any person who is not a resident of the Premises.
16. **The Resident acknowledges and agrees that smoking and the use of drugs are not permitted on the Premises at any time.**  
**The Resident acknowledges and agrees that they will comply with the *Policy: Use of Alcohol by Students*.**  
**If the Resident fails to comply with this clause or breaches the relevant policies, WSA may take action against the Resident in accordance with clause 9 and may also take separate disciplinary action against the Resident in accordance with its regulations, policies, procedures and codes.**
17. The Resident is not permitted to assign or sub-let any facilities at the Premises.

#### **Right to access Premises**

18. WSA reserves the right to conduct inspections of the Premises from time to time upon at least 24 hours' notice to the Resident.
19. If WSA requires access to the Premises for other purposes it will, where practicable, give notice to the Resident. However, where notice is not practicable or cannot be given, UNDA reserves the right to enter the Premises, including but not limited to, in the following situations:
  - (a) in the case of an emergency where access to the Premises is necessary;
  - (b) in order to investigate any health and safety issue; and
  - (c) in order to arrange or carry out maintenance.

#### **Disputes**

20. Any disputes relating to the accommodation should be referred to the HOO.
21. Where a dispute cannot be resolved by the HOO, the dispute will be referred to the CEO, who may take any action he/she considers appropriate including terminating this Agreement. The decision of the CEO will be final.

#### **Liability**

22. The Resident shall be liable for and shall indemnify WSA against any costs, expenses, liability, loss, claim or proceeding whatsoever arising under any legislation or at common law in respect of any loss, damage or personal injury suffered by any person as a result of the Resident's negligent or unlawful act or omission.

#### **Termination**

23. This Agreement may be terminated by the student with 1 months notice given in writing.

24. In the event that the Resident breaches this Agreement, WSA may terminate this Agreement immediately or with notice at its discretion.

25. In the event that the Resident ceases to be a student of WSA for any reason whatsoever this Agreement will terminate on the day on which they cease to be a student of WSA.

26. In the event that the Resident withdraws from their course, is suspended, takes a leave of absence or is otherwise absent from their studies at WSA, notwithstanding that they may still be a student of WSA, WSA may elect to immediately terminate this Agreement.

27. In the event that the Resident is subject to any WSA investigation or disciplinary proceedings and (in the absolute discretion of WSA) depending on the circumstances of that investigation, whether at the time that the allegation arises or at any other time, WSA may terminate this Agreement or impose any conditions on the Resident's continued occupation of the Premises that it considers appropriate.

28. The Resident must vacate the Premises and return any keys by no later than 12noon on the day on which this Agreement ends.

29. A \$50.00 fee will be charged for each key that is not returned.

30. On termination of the Agreement, the Resident may be entitled to a refund of pre-paid rent and bond if no damage has been noted to the property.

31. If the Resident fails to adequately clean their accommodation immediately prior to vacating the Premises, they agree to pay to WSA such amount as is reasonably necessary to have the accommodation professionally cleaned.

32. If, when the Resident vacates the Premises, it is not in the same condition as outlined in the property condition report (apart from reasonable wear and tear), the Resident agrees to pay to WSA such amount as is required to repair any damage to the Premises or replace any property of WSA that is taken by the Resident.

#### **Deductions from bond**

33. Where the Resident is liable to pay any amounts to WSA in accordance with the terms of this Agreement, the Resident authorizes WSA to deduct such amounts from their Residential Security Bond. Where the total amount exceeds the Residential Security Bond the Resident must pay the additional amount within 14 days of receipt of an invoice from WSA unless otherwise agreed. This clause shall survive termination of this Agreement.

#### **Governing law**

34. This Agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### **ACCEPTANCE OF TERMS**

\_\_\_\_\_ (Full Name) have read and agree to comply with this agreement and all applicable codes, regulations, rules, policies and procedures.

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

