



## Licence Agreement

A. Deakin Residential Services Pty Ltd ABN 22 145 979 344 (**DRS**) is granting you, the Licensee, the right to occupy a Unit in a Residence on DRS Premises for the Term, on the terms and conditions below.

B. This Agreement will become a legally binding contract between you and DRS once:

- (i) DRS confirms your Offer to stay at the Unit in writing;
- (ii) You accept the Offer in writing; and
- (iii) You pay the initial deposit or 'Acceptance Payment'.

### The Licensee and DRS agree:

#### 1. Definitions and Interpretation

1.1 In this Agreement:

**Acceptance Payment** means the amount specified in the Offer.

**Agreement** means this document and the Offer.

**Curfew** means the specific time as designated by the Manager from time to time and recorded on the DRS Website.

**DRS Property** means all fixtures, fittings and chattels owned or controlled by DRS.

**DRS Premises** means all land and buildings owned or controlled by DRS.

**DRS Website** means [www.deakin.edu.au/residences](http://www.deakin.edu.au/residences) and any sub-pages.

**Inventory** means the Inventory as referred to in clause 7.

**Licensee** means the person who has accepted the Offer.

**Manager** means the person(s) appointed to manage a Residence by DRS from time to time and includes any DRS staff authorised by the Manager to perform any of their functions.

**Notice to Vacate** means a notice to a Licensee terminating this Agreement issued by DRS under clause 22.

**Offer** means DRS's formal offer of residence in a Residence.

**Residence** means the DRS residential building(s) containing Units, common areas and amenities as detailed in the Offer.

**Residence Fees** means the fees payable by the Licensee as recorded in the Residence Fees Payment Table.

**Residence Fees Payment Table** means the fee table published from time to time on the DRS Website.

**Term** means the period set out in the Offer.

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**Unit** means a furnished room allocated to a Licensee in the Residence on arrival, or such other furnished room as may be allocated to a Licensee from time to time.

**University** means Deakin University.

1.2 Unless the context requires otherwise, a reference to:

- (a) a clause or schedule, is a reference to a clause of or schedule to this Agreement;
- (b) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (c) unless otherwise specified 'dollars' or '\$' is a reference to Australian dollars;
- (d) any law or legislation includes any statutory modification, amendment or replacement of that law or legislation and any subordinate legislation or regulations made under that law or legislation;
- (e) the word 'include' or 'including' is to be interpreted without limitation;
- (f) the singular includes the plural and the plural includes the singular; and
- (g) a gender includes all genders.

1.3 If a word or phrase is given a defined meaning, other grammatical forms of that word or phrase have a corresponding meaning.

1.4 Headings are for reference only and do not affect the meaning of this Agreement.

1.5 This Agreement may not be interpreted adversely to a party only because that party was responsible for preparing it.

## **2. Occupancy Rights**

2.1 DRS grants the Licensee a non-exclusive licence to:

- (a) occupy the Unit;
- (b) use those items contained in the Unit and Residence detailed in the Inventory; and
- (c) use, in common with other residents, the bathrooms, toilets, kitchens, laundry facilities, common rooms, passageways and stairs in the Residence, and any grounds associated with the Residence.

2.2 The Licensee:

- (a) has the right to occupy the Unit as a lodger only;
- (b) has no right to exclusive occupation of any part of the Residence; and
- (c) acquires no estate, right, title or interest in the Residence other than as Licensee under this Agreement.

2.3 DRS, acting reasonably, reserves the right to require the Licensee to relocate to a different Unit at any time.

2.4 The Licensee's rights to the Unit and Residence under this Agreement are based in contract only.

## **3. Term**

This Agreement operates for the duration of the Term, unless terminated by a party under clauses 21 or 22.

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#### **4. Residence Fees**

- 4.1 The Licensee must pay to DRS:
- (a) the Acceptance Payment by the date specified in the Offer; and
  - (b) the Residence Fees monthly in advance in full, by the date specified in the relevant invoice.
- 4.2 DRS will issue invoices to the Licensee by email on the 1st business day of each prior month.

#### **5. Other Charges**

- 5.1 The Licensee shall pay any other charges attributable to or payable by the Licensee, which may be invoiced separately to the Licensee before, during or at the completion of the Term. Such charges may include, where the Licensee is at fault, disciplinary fines, cost of attendance of emergency services (including fire brigade), cost of repairs due to damage to the Unit, the Residence or other DRS property (including those repairs and damage set out in clause 8), cost of replacing lost property, or cleaning or other services, as advised in writing by DRS.
- 5.2 DRS reserves the right to apply other charges to those already notified to the Licensee from time to time, and DRS will provide a reasonable basis for such charges to the Licensee in writing before payment is sought.

#### **6. Overdue Payments**

- 6.1 Residence Fees payments shall be deemed overdue 14 days after the relevant due date and the Licensee will be issued with a Notice to Vacate unless payment is made, after which clause 23.1(a) will apply.
- 6.2 The Licensee agrees that any amount due under this Agreement that is not paid by the due date may be treated by DRS and the University as a fee or charge due but unpaid to the University which may result in termination of enrolment and the withdrawal of associated rights and privileges pursuant to the University's regulations, policies and procedures until the debt is cleared. Unpaid debts may also be placed in the hands of an external debt collection agency.

#### **7. Inventory and Room Condition**

- 7.1 At the start of the Term, the Licensee will be provided with an Inventory listing items in the Unit and Residence provided to the Licensee for their use during the Term, of which the Licensee is required to confirm receipt.
- 7.2 Unless reported to DRS within the first week of occupancy, the Unit and its contents shall be deemed to be received by the Licensee in the condition recorded in the Inventory.
- 7.3 Throughout the Term, the Licensee shall maintain the items listed in the Inventory, all amenities, fixtures, fittings and furniture contained in their Unit and Residence in the same condition and repair as at the date of commencement of the Term, fair wear and tear excepted.
- 7.4 Any personal electrical items brought into Units or Residences must comply with DRS' policies and procedures.

#### **8. Payment and Repair of Damaged Property**

- 8.1 The Licensee shall be responsible for the cost of any repairs to or replacement of any part of the Unit, the Residence, the fittings, fixtures and furnishings therein or any other article provided by DRS that sustains damage caused or contributed to by the Licensee, or any visitor or invitee of the Licensee.
- 8.2 Where damage caused to any common area within a Residence cannot be attributed to any individual, all residents of the Residence will be charged a proportion of the cost to rectify the
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damage which is, in the reasonable opinion of DRS, fair. The Licensee shall notify DRS as soon as is practicable of any damage sustained to DRS Property.

## **9. Rules and Regulations**

9.1 The Licensee must comply with all applicable:

- (a) laws and regulations;
- (b) regulations, policies and procedures of the University;
- (c) DRS rules, policies and procedures; and
- (d) reasonable orders or directions given by DRS staff to the Licensee.

9.2 In the event the Licensee breaches clause 9.1, DRS reserves the right to:

- (a) refer the student to the University for disciplinary action;
- (b) where permitted, levy fines or impose conditions upon the continuing occupancy of the Licensee; or
- (c) where the Licensee has engaged in serious or sustained breaches of clause 9.1:
  - (i) issue the Licensee a Notice to Vacate, after which clause 23.1(a) will apply; and
  - (ii) refer the Licensee to the Student Misconduct Committee of the University Faculty in which the Licensee is enrolled.

## **10. Cleanliness**

10.1 The Licensee shall be responsible for maintaining a reasonable standard of cleanliness and tidiness acceptable to DRS in the Unit and the Residence, fair wear and tear accepted. Where the Licensee fails to maintain such standard, DRS may at its discretion impose a weekly cleaning service charge and subsequent charges on the Licensee in the interest of general hygiene standards within the Residence. Where a cleaning service charge is imposed, the Licensee shall permit cleaners to access the Unit as reasonably required.

10.2 The Licensee shall at all times observe socially acceptable hygiene practices in all areas of the Residence, refrain from discarding rubbish indiscriminately within the Residence, and follow DRS procedures to maintain acceptable standards of hygiene and good order in any kitchen, bathroom and other common areas of the Residence. The Licensee must not cook in any area other than the designated cooking areas.

## **11. Unit Access by DRS Staff**

11.1 The Licensee must allow DRS staff to enter the Unit within their reasonable discretion. Reasonable purposes for entry may include routine inspection, repairs, renovations, attendance by emergency services, removal of furniture and cleaning. Further, DRS staff may enter and/or search a Unit without notice to the Licensee where:

- (a) there are reasonable grounds to believe the Licensee, another person or DRS Property is at risk of harm or injury;
- (b) the Licensee has been reported absent from the Residence and has not advised DRS of their intended absence;
- (c) the Licensee has breached a material obligation under this Agreement; or
- (d) scheduled or emergency maintenance of the Unit is required.

11.2 In the event that DRS staff enter the Unit or allow entry to the Unit without prior notice to the

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Licensee, DRS will use reasonable endeavours to ensure two staff members are present.

## **12. Environment of the Residence and Use of the Unit**

- 12.1 The Licensee shall not cause nor permit the Unit, the Residence or DRS Premises to be used or occupied in any way or for any purpose which causes or is likely to cause unreasonable nuisance to or interfere with the peace, comfort and privacy of any other licensee or person in or near the Residence.
- 12.2 The Unit is being provided to the Licensee for the purposes of providing a temporary private residence and must not be used by the Licensee for any other purpose. The Licensee shall not conduct a business of any kind in the Unit or the Residence, nor engage in any illegal, riotous, noisy or unsafe conduct, practices, or behaviour which may bring the reputation of DRS or the University into disrepute or is, in the reasonable opinion of DRS, prejudicial to the wellbeing of other residents or DRS' staff.

## **13. Personal Effects of the Licensee**

- 13.1 DRS will provide reasonable maintenance and security in respect of DRS Premises and DRS Property and facilities but does not accept responsibility for the supervision or security of the Licensee's personal effects.
- 13.2 DRS shall not be liable for any loss of valuables or personal belongings kept or left unattended in the Unit or the Residence, which shall remain at the sole risk of the Licensee. It is recommended that the Licensee obtain their own personal contents insurance.

## **14. Keys and Access**

- 14.1 The Licensee acknowledges that DRS and its staff will retain copies of all room keys, fobs or access cards as reasonably required to maintain the Unit and the Residence, and to fulfil DRS' obligations and exercise DRS' rights under this Agreement, including clause 11.
- 14.2 Any keys, fobs or access cards issued to the Licensee in respect of the Unit remain the property of DRS.
- 14.3 The Licensee must keep any key, fob or access card in their possession or otherwise safely secured at all times. The Licensee must not lend any key, fob or access card to any other person.
- 14.4 If the Licensee loses a key, fob or access card to the Unit, the Licensee must report the matter immediately to the relevant DRS reception desk, the Manager or other DRS staff member and will be responsible for the cost of any replacement key, fob or access card, including costs for replacing the Unit or Residence locking or security systems.

## **15. Subletting**

The Licensee must not sublet the Unit or permit other another person to occupy the Unit.

## **16. Visitors**

- 16.1 The Licensee shall at all times observe DRS' Guest Policy, as detailed on the DRS Website, including that:
- (a) the Licensee shall be liable for a \$50.00 fine per night per guest if any unauthorised visitor of the Licensee is present in the Unit after the Curfew; and
  - (b) the Licensee is responsible for the conduct of any guest, including all behaviour, any damage to property or harm to another person, which will be deemed the conduct of the Licensee under clauses 8 and 9.

- 16.2 The Manager may require any guest or other invitee to vacate the Unit, Residence and DRS Premises in their absolute discretion.

## 17. Student Wellbeing and Complaints

- 17.1 DRS is concerned for the physical welfare and academic progress of the Licensee, but accepts no legal responsibility for either of these matters.
- 17.2 The Licensee acknowledges that they must advise DRS staff of any special needs of which the Licensee is reasonably aware and request any required reasonable adjustments, both prior to accepting the Offer and during the Term of this Agreement.
- 17.3 Any grievance, complaint or dispute of a Licensee regarding any decision, conduct or behaviour of DRS Staff, and any grievance, complaint or dispute of a Licensee regarding a fellow resident, must be dealt with in accordance with DRS' policies and procedures as published on the DRS Website.
- 17.4 The Licensee consents to DRS accessing the Licensee's academic results and other information relating to the Licensee's studies for the purposes of supporting the Licensee's wellbeing, assessing further applications to reside in a Unit, or to assist with counselling and other assistance. The Licensee's records will be stored, used and destroyed in accordance with the University's policies and procedures.
- 17.5 The Licensee hereby authorises the Manager (or DRS staff authorised by the Manager), acting in their reasonable discretion, to contact the Licensee's named emergency contact person(s) in the event of any emergency or other serious risk of harm involving the Licensee.

## 18. Privacy

- 18.1 The Licensee consents to the collection, use, storage and disclosure of their personal information by DRS in accordance with DRS Privacy Policy [Privacy | DRS](#), the *Privacy Act 1988* (Cth) and the *Health Records Act 2001* (Cth).
- 18.2 The Licensee acknowledges that Deakin may share the Licensee's personal information with the University at any time for any purpose contemplated by this Agreement, including DRS' Privacy Policy [Privacy | DRS](#). The University's privacy policy is accessible here [Privacy | Deakin](#).
- 18.3 The Licensee consents to the use and publication of their name, photograph and/or video footage taken of the Licensee, both in hard copy and electronically, in DRS or University promotional materials. The Licensee may revoke this consent at any time by notifying the Manager in writing, without penalty or disadvantage.

## 19. Other Prohibited Conduct

- 19.1 **(Pets and infestations)** The Licensee is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Unit or the Residence (excluding assistance dogs). The Licensee will be responsible for the costs of extermination of any infestations attributable to the Licensee.
- 19.2 **(DRS insurance)** The Licensee must not do or omit to do anything that may render any DRS insurance policy void or voidable, either in full or in part, or that may increase the premium payable in respect of any DRS insurance policy.
- 19.3 **(Dangerous goods)** The Licensee must not bring into the Residence or Unit any explosive or combustible materials, firearms (including replica firearms), spear guns, lasers or other weapons.

- 19.4 **(Fire safety systems)** All fire safety systems and equipment are audited regularly to check for tampering or faults. Any resident found to have tampered with fire safety equipment will be subject to disciplinary action and will be liable for the cost of repair/replacement of such equipment and any attendance of by any emergency service (including fire brigade). If the Licensee is responsible for a emergency service being called out, the Licensee shall be liable for any cost imposed by that service. Where a fire alarm is activated but no emergency services attend on site, the Licensee may be subject to a \$100 fine, as required by DRS' policies and procedures. In cases where no individual resident is identified as being responsible for the alarm or attendance, DRS reserves the right to apportion any cost across all the residents of the relevant Residence or levy multiple fines.
- 19.5 **(No smoking)** Smoking, including vaping, is prohibited on DRS Premises, including in the Unit or the Residence, and on the University's premises. Where it can be reasonably proven that the Licensee has been smoking in their Unit, the Residence or otherwise on DRS Premises:
- (a) the Licensee will be liable for the costs of remediating any damage to the Unit, Residence, DRS Premises or DRS Property; and
  - (b) DRS may terminate this Licence and issue a Notice to Vacate to the Licensee, after which clause 23.1(a) will apply.

If any emergency service is required to attend DRS Premises due to an alarm triggered by the Licensee smoking, the Licensee will be liable for any attendance charge.

- 19.6 **(Alterations to Units)** The Licensee shall not make or direct any alteration to the Unit or any part of the Unit. The Licensee shall not inscribe on, or affix to the Unit or allow to be placed on any part of the Unit, any boarding, writing, signs or other similar matter that will or would likely cause damage to the Unit. The Licensee must pay the reasonable cost of repair or rectification for any action in breach of this clause 19.6. The Licensee shall not affix anything to any part of the Residence, except as approved by DRS staff.

## 20. Limitation of Liability

- 20.1 DRS attempts so far as is practicable, to provide the Licensee with a residential environment that is safe, conducive to study and without disturbance.
- 20.2 Without limiting any other clause in this Agreement and to the extent permitted by law, the Licensee agrees that DRS is not liable, and releases DRS from all liability, for:
- (a) any loss of or damage to the Licensee's personal property howsoever caused;
  - (b) any loss resulting from the use of or unavailability of DRS' or the University's IT infrastructure;
  - (c) any injury or death sustained by the Licensee howsoever caused;
  - (d) any interruptions to the supply of water, electricity and/or gas provided to the Residence;
  - (e) the presence of pests in the Residence or Unit despite reasonable efforts by DRS to control pests; and
  - (f) poor academic performance by the Licensee.

## 21. Termination by the Licensee

- 21.1 The Licensee may terminate this Agreement for any reason before the end of the Term, provided that:
- (a) the Licensee notifies DRS in writing; and

- (b) the Licensee pays the Residence Fees for the remainder of the Term and an administrative fee of \$100.

If the Licensee vacates their Unit prior to the end of the Term and DRS is able to find a replacement resident deemed suitable by DRS to occupy into the Unit, the Licensee shall only be liable to pay the outstanding Residence Fees up to the date that the new resident occupies the Unit and begins paying Residence Fees.

## **22. Termination by DRS**

22.1 DRS may terminate this Agreement where:

- (a) DRS issues the Licensee a Notice to Vacate under clauses 6.1, 9.2(c) or 19.5(b); or
- (b) the Licensee materially breaches another provision of this Agreement or engages in a series of sustained or repeated breaches of this Agreement, after which DRS may issue a Notice to Vacate;
- (c) the Licensee's On-Campus Residential Application Disclosure Statement Agreement that DRS relied upon to assess the Licensee's suitability to live in DRS's on-campus residential accommodation is materially false or misleading, including by omission, in which case DRS may issue a Notice to Vacate.

## **23. Effect of a Notice to Vacate or other Termination**

23.1 This Agreement will terminate on:

- (a) the date the Licensee specified in a Notice to Vacate;
- (b) the last day of the Term; or
- (c) the date of termination notified by the Licensee under clause 22.

23.2 Following the date of termination under clause 23.1:

- (a) the Licensee must:
  - (i) vacate the Unit and the Residence;
  - (ii) return all keys or access cards and comply with DRS' check-out procedures;
  - (iii) remove any fixtures, fittings and property belonging to the Licensee;
  - (iv) leave the Unit clean, tidy and in a fit and proper condition for use by a new resident; and
  - (v) make good any damage to the Unit to the reasonable satisfaction of DRS;
- (b) DRS may charge the Licensee an additional occupation fee of up to \$50.00 per hour for failure to comply with clause 23.2(a);
- (c) DRS retains the exclusive right to offer the Unit to a new resident under DRS's existing policies and procedures; and
- (d) Clauses 5, 6.2, 8, 13.2, 18, 20.2, 25, 23.2(a) to 23.2(c) survive the termination of this Agreement.

## **24. GST**

24.1 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.

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- 24.2 If GST is imposed on any supply made under this Agreement, unless the consideration for that supply is specifically described in this Agreement as 'GST inclusive', the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on the taxable supply. Subject to the recipient receiving a tax invoice in respect of the supply, payment of the GST must be made at the same time as payment for the taxable supply.
- 24.3 If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing of another party, and that other party can obtain an input tax credit on an acquisition associated with the expense, loss or outgoing, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the expense, loss or outgoing reduced by the amount of that input tax credit. The reduction is to be made before any increase for GST under clause 24.2.
- 24.4 Terms used in this clause have the meaning given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## 25. Notices

- 25.1 Any notice to be given under this Agreement must be in writing and:
- (a) hand delivered to either the Licensee or to the DRS Manager;
  - (b) delivered by prepaid post to the Licensee's nominated address or to a DRS address; or
  - (c) by email to the Licensee's nominated email address or to the designated campus email address.
- 25.2 Any notice under 25.1 is taken to be received:
- (a) if hand delivered, on delivery;
  - (b) if sent by prepaid post, two business days after the date of posting; or
  - (c) if sent by email, the earlier of receipt by the sender of an automated message confirming delivery, or eight hours after the message has been sent, unless the sender has received an automated message that the electronic message was not delivered or the sender knows or should reasonably know that there is a network failure which may have resulted in non-delivery.

## 26. Miscellaneous

- 26.1 **(Entire agreement)** This Agreement constitutes the entire agreement between the parties as to its subject matter. It supersedes all prior understandings or agreements between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party in connection with that subject matter.
- 26.2 **(Governing law)** This Agreement is governed by the laws of the State of Victoria.
- 26.3 **(Variations)** This Agreement may only be altered or varied in writing signed by each of the parties.
- 26.4 **(Waiver)** A waiver of any right under this Agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach for which it is given. It is not to be taken as an implied waiver of any other obligation or breach or an implied waiver of that obligation on any other occasion.
- 26.5 **(Failure not amounting to waiver)** The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.
- 26.6 **(Dealing with rights)** The Licensee must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of DRS.
- 26.7 **(Severability)** Part or all of any clause of this Agreement that is illegal or unenforceable in any jurisdiction will be severed in the relevant jurisdiction and the remaining provisions of this Agreement

will continue in force. The legality or enforceability of the provision in any other jurisdiction will not be affected.