

Licence Agreement

Terms and Conditions of Licence

IMPORTANT: You should read this agreement carefully before entering into it as it is a legally binding document which sets out your rights and obligations as a resident. If you do not understand any part of this document, you should seek independent advice.

“This is not a residential tenancies agreement”

Table of Contents

Definitions	2
Grant of Licence	2
Length of Stay	2
End of this Licence	2
Residential environment	3
Residential Fees	3
Residence Acceptance Payment	4
Overdue Payments	4
Residential Handbook	4
Services and Inclusions	4
Termination or Suspension by Us	5
Termination by You	6
Safeguarding the Residential Environment	6
Special Needs and Academic Progress	7
Personal Items	7
Residence Network and Internet Access	7
Fire Safety Systems	7
Access to your Room	7
Rules and Regulations	8
Respectful Relationships and Consent	9
Drugs and Alcohol	10
Guests and Visitors	10
Quiet Hours	10
Pets and animals	11
Smoking and Vaping	11
Keys and Security	11
Appliances	11
Dangerous Goods	11
Laundry	11
Vehicles	12
Sub-licensing	12
Emergency Contact	12
Privacy Statement	12
Academic Performance	12
Hygiene Standards	12
Inventory and Condition Report	12
Notices	13
General Clauses	13

Definitions

In this document –

“We” or “us” means Fedliving at Federation University Australia (ABN 51 818 692 256) and contractors or agents acting on our behalf.

“You” means you being the person who signs this licence agreement with us.

“Guest” means any non-resident staying overnight at the Residences at the express or implied invitation of you.

“Visitor” means any non-resident visiting the Residences at the express or implied invitation of you but does not stay overnight.

“Residence” means the building or room you will be occupying as identified in this licence agreement.

“Common areas” means areas which may be used by you together with other residents.

“Licence Agreement” means these terms and conditions of licence and the Schedule.

“Schedule” means the document included with this document which sets out the specific details of your licence.

“Associate Director” means the Associate Director, Commercial Services at Federation University Australia or their nominee.

“University” means Federation University Australia (ABN 51 818 692 256).

Grant of Licence

Subject to the terms and conditions of the Licence Agreement, we grant you for the duration of this Licence Agreement:

- A non-exclusive licence to occupy the Residence. We reserve the right to require you to relocate to a different Residence at any time at our sole discretion.
- A licence to use those items contained in the residence.
- A licence to use in common with other residents, visitors and guests the bathrooms, toilets, kitchens, laundry facilities, common areas, passageways and stairs in the Residence and any grounds associated with the Residence.

You have the right to occupy the Residence as a lodger only and you have no exclusive right of occupation of any part of the Residence. You acquire no estate, right, title or interest in the Residence other than as a licensee under this Licence Agreement. Your rights under this Licence Agreement are based in contract only.

Length of Stay

You may occupy your Residence from the commencement date to the end date set out in the attached Schedule. At the specified end date, you must leave the residence.

To extend your stay (for periods of less than one month), you must complete an Early Arrival or Late Departure request form or apply for a new contract term (summer or academic year). Fedliving will advise when applications to extend are open and the relevant timelines for this. You will be required to pay the standard applicable fees for this.

End of this Licence

At the end date and time set out in the Schedule you must leave the Residence and return all keys and swipe cards to us. If you do not do this, you may be charged a late departure fee. This fee will be set by us at an

amount which covers all our reasonable costs. Please refer to your portal for a summary of Fees.

You must remove all property and items belonging to you and leave the room in a clean and tidy condition. Additional fees will apply where vacated rooms are not left in a clean, hygienic condition or require rubbish and personal belonging removal. Access to your room will be cancelled when this licence ends or is terminated, and we will dispose of any personal possessions you leave on university premises.

Residential environment

Fedliving adopts a common-sense approach to living within our residential community and there are requirements that you have signed on to as a resident that you are required to adhere to. As a member of our residential community, you should know that our Residences are first and foremost a place where people choose to live while studying.

As an educational community we all do what we can to create an environment that is always conducive to study. Indeed, all members of the residential community have rights and privileges, and similarly, have obligations and responsibilities to ensure others' rights and privileges are maintained.

You are expected to act in a manner which encourages a safe, inclusive and supportive environment for all, being respectful, sensitive and conscious of the rights of others. In general terms, if your behaviour or actions are negatively impacting on others, we expect you to acknowledge this and adjust your behaviour accordingly.

Safety

- You should act in a considered and careful manner to ensure no harm or distress is caused to yourself, other residents, Fedliving or University facilities. This includes but is not limited to comments of a sexual nature, any physical and verbal forms of harassment (swearing, yelling and inappropriate comments), unwanted physical touching and invading another resident's personal space.
- At all times, you should maintain a safe and secure environment within your room and the Halls and Residences. Please ensure your room is locked when you leave it, that the environment around your Residence is kept clean and that any dangers are reported or removed.
- Activities within, near or around the Residences which may cause injury to someone, or damage to property are not permitted. This includes inappropriate / unsafe use of vehicles, bikes and any other sporting activities.
- When not in your room, you are required to keep your unit / house / hall secure, with doors and windows locked.
- Climbing through windows, on any roof, ledges or inappropriately using the fire escape of any building is not acceptable.
- Smoking and vaping is only permitted on our campuses in designated areas indicated by a smoking pole. Smoking and vaping is not permitted within buildings and facilities.
- Burning candles or incense, or anything that might be considered flammable, in our residences is a serious concern and not permitted. This extends to oil and wax burners and electric diffusers.
- You must evacuate the building when instructed to do so in person or by the alarms. You must follow specific safety and evacuation procedures and only re-enter the building when given permission by an appropriately authorised person (i.e., warden or Emergency Services).
- Glass outside of the Residences is not permitted (transporting in bags/boxes from shopping is permitted).
- Federation University Australia health and safety policies and procedures, as they relate to residents, and any direction from university wardens, safety officers and other staff regarding health and safety, must be observed at all times.

Residential Fees

You must pay the residential fees set out in the Schedule in the manner set out in that Schedule without deduction or off-set for the duration of this Licence Agreement. All payments must be made by BPay, Post Bill pay or online with a credit card.

You must pay any other fees or charges attributable or payable by you. You may be invoiced separately for

such fees or charges, for example additional cleaning costs and/or damage to your room, communal spaces or other rooms/property on residence.

****Scholarship holders**** - The scholarship covers full or part accommodation fees depending on your offer, however there may be some miscellaneous fees payable as part of your contract. These are set out in the Schedule of Fees and Regulations that is attached to your accommodation offer.

Residence Acceptance Payment

If you wish to accept a place as a resident, you must make an acceptance payment to us. This payment must be for the amount specified in the Schedule and must be paid by the date specified in the Schedule. This fee is non-refundable once your Licence Agreement commences.

Overdue Payments

If you do not pay as required by the Schedule, you may be sent an overdue notice. Every time we send you an overdue notice you may be charged a late fee to cover our administrative expenses as specified in the Fee Schedule.

If you are a student of the University your dealings with the University including your library rights and access to academic results may be affected if you owe money to us pursuant to University Statute 9.1 – Fees and Charges. You can find an up-to-date copy of this on the University website.

If your account remains in arrears beyond 90 days then it may be forwarded for debt collection purposes and your relevant account details and personal information may be released to debt collection agencies, lawyers, process servers, courts, and tribunals for this purpose.

Residential Handbook

The Residential Handbook forms part of the Fedliving Residential Agreement, in conjunction with the Licence Agreement and Federation University Student Code of Conduct.

Living in Fedliving residences indicates that you have read, understood, and agreed to the rules and policies outlined in this handbook. Breaches of these rules and policies will constitute a breach of your Residential Agreement and may result in disciplinary action.

Services and Inclusions

If you pay the fees specified in the Schedule, you will be entitled to occupy your residence and access to other services.

Pastoral Care and a Living/Study Environment - You are entitled to reasonable pastoral care and you will be provided with an appropriate environment for student living and learning.

Cleaning Services - We will regularly clean common areas and facilities. You are expected to clean up after yourself immediately after using a common space and in between services.

Inclusions - Your room will include a bed and mattress, mattress protector, desk, desk lamp, desk chair, heater and wardrobe. These items must remain in your room for the term of this agreement. Health and safety standards prevent residents from supplying their own furniture. Unauthorised furniture such as mattresses, beds and couches are not permitted. You must supply your own pillow, sheets, quilt and quilt cover, blanket and towels. Please note small bar fridges are allowed but must be placed on a mat or carpet tile.

Kitchens are equipped with kettle, microwave, toaster, frying pan, saucepans, utensils, knives, chopping board, tea towel, dishcloths, dishwashing detergent and refrigerator. You must supply your own crockery and cutlery.

Internet Access – Your room will be equipped with either a wired Ethernet computer point / or wireless connection for network and internet access depending on your residential location.

Laundry – Laundries are equipped with washing machine, dryer, ironing board and iron. You are to supply your own washing powder and washing basket.

Maintenance Services – We will provide maintenance services. If these services are required due to loss or damage by you or your guests/visitors, the costs will be charged to you.

Security Services – We will provide periodic security services for all Residential locations. These services and inclusions are part of an all-inclusive package. We will not charge separately for any of these services. If you decide not to use any of these services, you will not receive a reduction in fees.

Termination or Suspension by Us

We may terminate this Licence Agreement immediately if –

- you do not comply with any of the terms or conditions of this Licence Agreement, and seven (7) days after we give you notice to comply you still have not taken reasonable steps to comply;
- you have committed a breach of the statutes, regulations, policies or procedures of the University which has resulted in a decision being properly made in accordance with the University's statutes, regulations, policies or procedures to exclude you from your studies or residence;
- you have committed a breach of the University discipline statutes and a decision has been properly made in accordance with them to exclude you from your residence;
- you have been charged with or convicted of an offence for which you may be sent to prison, and the Associate Director considers, on reasonable grounds, that your presence at the Residences is likely to harm the reputation of the University, or that you may pose a danger to residents or staff;
- you have been properly and lawfully excluded from any part of the University campus or from any University activities on the basis that there is a reasonable expectation that you may cause persons physical harm; or
- if you occupy the Residence as a student or staff member of the University or an approved resident, you cease to be a student or a staff member of the University.

On termination you will be required to vacate your Residence immediately. You will not be refunded any fees paid in advance. In addition, you must pay the following charges –

- all removalist, storage or additional administrative costs reasonably incurred by the University as a consequence of the termination of your Licence Agreement; and
- the greater of the following amounts;
- an administration fee as set out in the Schedule plus an amount equivalent to four weeks' residential fees from your approved vacate date, or
- if terminated before the end of semester 1, the fees that would have been payable to the end of the mid-year holiday break had the Licence Agreement not been terminated, or
- if terminated before semester 2 has commenced, fees that would have been payable to the end date specified in the Schedule, had the Licence Agreement not been terminated.

Your occupation of the Residence may be suspended pursuant to the University policies, procedures or Statutes and Regulations. This Licence Agreement will continue in force during your period of suspension and unless we determine otherwise you will be required to pay licence fees during and in respect of the period of your suspension. You will not be required to remove your possessions from your Residence during the period of your suspension.

We do not guarantee or warrant that the services provided under this licence will be error free or uninterrupted. You acknowledge that some interruptions or errors in services may be caused by factors outside Our control despite our best efforts.

If the services we supply to your residence (either directly by Us or through third-party providers) are interrupted due to events outside Our control and, in Our opinion, the residence remains safe and fit for occupation during the period of interruption, then:

- We will take all reasonable steps to restore the provision of services to your residence as soon as practicable; or
- If We are of the view that services cannot be restored in a timely manner, We may terminate this Licence Agreement.

Where we decide to take steps to restore the provision of services to Your residence, if it is safe to do so and subject to any legal requirements You may continue to occupy the residence under this Licence Agreement for the duration of the interruption.

Despite the above, We are at no time liable to You for any loss, damage, compensation or cost, however arising, from the period of interruption and/or from our decision to terminate the Licence Agreement pursuant to this clause.

If the services we supply to your residence (either directly by Us or through third-party providers) are interrupted due to events outside Our control and, in Our opinion, the interruption is such that the residence is no longer safe and fit for occupation, then:

- We may decide to either immediately suspend Your access to the residence while We take steps to restore service delivery to the residence or terminate this Licence Agreement; and
- where we decide to immediately suspend Your access to the residence, You must comply with that suspension and cease occupying the residence for the duration of the suspension; and
- at any time during a period of suspension, we may decide to instead terminate this Licence Agreement; and
- during a period of suspension under this clause, Your obligation to pay Residential Fees is also suspended on a pro-rata basis until the period of suspension has ended; and
- We are not liable to You for any loss, damage, compensation, or cost, however arising, from the period of interruption, suspension and/or from our decision to terminate the Licence Agreement pursuant to this clause.

Termination by You

You do not have an automatic right to terminate this Licence Agreement and leave your Residence before the end date set out in the Schedule.

You **may** be permitted to terminate this Licence Agreement before the end date specified in the Schedule, subject to approval by the Associate Director, Commercial Services

If you wish to terminate this Licence Agreement you are required to:

- lodge with us a completed **Change to Licence Agreement** Application; and
- Meet with a nominated staff member of Fedliving.
- If the Associate Director agrees to terminate your Licence Agreement you must allow us to show your Residence to prospective new residents, and you must provide a forwarding address.

If the Associate Director agrees to terminate this Licence Agreement you must pay an administration fee as set out in the Fee Schedule plus an amount equivalent to four weeks' residential fees effective from your approved vacate date. Your agreement will not be considered terminated until you have paid any outstanding residential fees.

If you are a student of the University and fees are outstanding after termination for any reason whatsoever you will not be able to graduate and we may take legal proceedings to recover these outstanding fees from you.

Safeguarding the Residential Environment

You must not -

- cause or permit your residence and the surrounding grounds and common areas to be used in a way which adversely and unreasonably affects the comfort and privacy of other residents or your neighbours;
- conduct any business in your Residence or in the surrounding grounds and common areas;
- engage in illegal, riotous, or unreasonably noisy activities or behaviours; engage in activities or behaviours which in the reasonable opinion of the Associate Director are likely to bring the University into disrepute or are likely to prejudice the well-being of other residents; or

- make comments of a sexual nature, any physical and verbal forms of harassment (swearing, yelling and inappropriate comments), unwanted physical touching and invading another resident's personal space. These actions impact the safety of the residential environment.

Special Needs and Academic Progress

You must notify us of any special needs prior to entering into this Licence Agreement.

If you are a student of the University you are responsible for your own academic progress at the University. The University has a range of academic and support services and may be able to provide assistance but does not accept any legal responsibility for this.

Personal Items

We are not responsible for the security of your personal items, except where loss or damage to those items is due to our negligence. You are strongly recommended to take out personal insurance for the loss or damage of such items.

Residence Network and Internet Access

- All network and internet activity associated with your university login and / or Ethernet computer point in your room will be your responsibility and you will be held responsible for its use. Your network and internet activities must adhere to the University Use of Computing and Communications Facilities policy and Information Security Policy.
- University supplied Internet access is NOT unlimited or un-restricted and all University policy and related government legislation must be adhered to at all times.
- You are not authorised to arrange your own Internet Service Provider under any circumstances.

Fire Safety Systems

You or your visitors or guests must not tamper with or prevent the normal operation of fire safety equipment. If you or your visitors or guests cause damage to fire safety equipment you will be required to pay for the repair or replacement of such equipment.

If you or your visitors or guests are responsible for the unjustified attendance of the fire brigade at our residences or surrounding areas, you must pay the full costs of such attendances. Costs can range from \$1,500 - \$4,000.

If the person directly responsible for tampering with fire equipment or for the unjustified attendance of the fire brigade cannot be determined, the Associate Director may allocate costs between residents, including you, as the Associate Director thinks reasonable in the circumstances. This may mean that all residents of a particular area, including you, share equally in meeting the costs of tampering with equipment or an unjustifiable attendance.

Access to your Room

We or any person authorised by us may enter your Residence **at any reasonable time and after giving reasonable notice** for the purposes of inspections, health and safety matters, testing of equipment (e.g. smoke detectors), maintenance, renovation, removal of furniture, cleaning, ensuring the security of persons and in the case of emergency, whether actual or suspected.

We will conduct routine inspections throughout the year, and we will give you as much notice as is practicable of these inspections.

In addition, we or any person authorised by us may enter your Residence **without notice and at any time** where we believe on reasonable grounds that -

- you or another person are at risk of physical harm or may have suffered physical harm;
- your location is uncertain or there are genuine concerns for your wellbeing;
- entry is required to ascertain whether a criminal offence has been committed by any person;
- entry is required to ascertain whether there has been any serious breach by you or your visitors or guests of University Statutes or Regulations, University Policies and Procedures, or the terms and conditions of this Licence Agreement;
- An unreasonable level of noise (such as music) is believed to be coming from your Residence

- and you are not present to reduce that level of noise or are not responding to requests to do so;
- there is a serious risk of damage to the property of the University;
- Urgent maintenance or repair of the Residence is required.

We will take reasonable steps to ensure that wherever possible two persons enter a bedroom, and that the door is locked when they leave your room.

We will hold keys or swipe cards which give us access to your Residence as required by this Licence Agreement.

Payment for Repair or Replacement of Property

You must take all reasonable steps to protect University property and where damage occurs you must report that damage and the persons responsible (if known) to us.

If you or your visitors or guests negligently or intentionally damage any property of the University, you must pay the reasonable costs of repairing or replacing that property. The Associate Director or her/his nominee will determine the reasonable costs of repair or replacement. We will provide you with invoices from repairers or suppliers.

If the person directly responsible for damage to university property cannot be determined, the Associate Director may allocate costs between residents, including you, as they think reasonable in the circumstances. This may mean that all residents of a particular area, including you, share equally in meeting the costs of repair.

We will keep your Residence, and common areas, in good structural condition. If your residence or common areas are destroyed or are destroyed to such an extent that your residence is unfit for occupation, we will not be obliged to repair or rebuild. However, we will attempt to find suitable alternative accommodation for you. If suitable alternative accommodation cannot be found, then either you or the Associate Director may terminate this Licence Agreement. You will still be required to pay any fees incurred until the date that your Residence became unsuitable for occupancy.

You will permit us to undertake construction, maintenance, and landscaping in areas in and around your residence. You will grant our employees and contractors reasonable access for these purposes. We will take reasonable steps to minimise the impact of these activities on you.

Rules and Regulations

You must comply with the University Statutes and Regulations, and all University Policies and Procedures (as applicable), regardless of whether you are a student of the University or not. These are located on the University website. You must follow all reasonable requests regarding behaviour and safety (including those from security officers) if announced or advertised in the interests of community safety or wellbeing. You must comply with university policies regarding Bullying and Harassment, child safe standards and the Statutes and Regulations regarding Student Discipline.

Any breach of any Federation University policy, procedure or rule will be treated seriously and may result in a resident's eviction and/or other sanction in accordance with this License Agreement. Disciplinary action may be taken regarding prohibited conduct which occurs on campus or where a resident's off-campus conduct affects another resident, student, staff member or other person associated with the University community, or otherwise detrimentally affects the University's reputation.

Residents must not engage in any of the following:

- Anti-social behaviour – behaviour that unreasonably disturbs, annoys or interferes with another resident's quiet enjoyment of their living environment, breaches generally accepted standards of behaviour and/or which involves the inappropriate use of University property or facilities. Anti-social behaviour also includes any unlawful activity, excessive noise, excessive alcohol consumption and conduct which poses a risk to health and safety.
- Hazing - any action or situation intentionally created to cause embarrassment, harassment or ridicule and risks emotional and/or physical harm to an individual or members of a group or team, regardless of the person's willingness to participate. Hazing often involves having people 'earn' their way into a group or onto a team. Hazing can also include ragging, initiation, beating, bastardisation or deposition.
- Bullying - repeated, unreasonable treatment of a person which creates a risk to their health and safety. Bullying (including cyberbullying) can include aggressive and intimidating

conduct, belittling or humiliating comments or nicknames, practical jokes and deliberate social isolation/exclusion.

- Discrimination – treating someone less favourably than another person/group in a similar situation because of personal characteristics protected by law (e.g. race, gender, sex, sexual orientation, religious belief, age, breastfeeding, disability, lawful sexual activity, marital status, parental or carer status, pregnancy, physical features, industrial activity, employment activity, political belief or activity), or imposing an unreasonable requirement on someone that they cannot comply with because of a personal characteristic protected by law.
- Sexual harassment – any unwelcome sexual advance, request for sexual favours or other unwelcome conduct of a sexual nature in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that a person would be offended, humiliated or intimidated. For example, unwelcome touching; staring or leering; suggestive comments or jokes; unwanted invitations to go out on dates; sexually explicit pictures or posters; requests for sex; intrusive questions about a person's private life or body; unnecessary familiarity such as deliberately brushing up against a person; insults or taunts based on sex; sexually explicit emails or SMS text messages.
- Sexual harm - is an umbrella term which encompasses sexual assault, sexual harassment, sexual exploitation/abuse, and any other inappropriate conduct of a sexual nature.
- Sexual assault – means intentionally touching another person; and the touching is sexual in nature; and the person who was touched did not consent to the touching; and the person touching does not reasonably believe that the person consents to the touching (sexual misconduct and consent is discussed in more detail below).
- Smoking - Smoking (including vaping and use of smoking apparatuses) in bedrooms, on the residential premises or any area of the University campus grounds, other than the designated locations.
- Intoxication - the excessive consumption of (or encouraging another to excessively consume) alcohol or other drugs (prescribed or otherwise) and in the case of a resident under 18 years of age, consuming any amount of alcohol.
- Theft – dishonestly taking something that belongs to someone else or the University, including food from fridges, clothing and other personal items.
- Threatening, violent or abusive behaviour – any actual violence, threats of violence or other conduct which causes another person to reasonably fear for their physical health and safety and/or ability to have power and control over their own affairs (e.g. initiate partner violence/abuse where a current or former partner seeks to exert control over the other person).

Respectful Relationships and Consent

All residents must treat each other respectfully which includes ensuring that any other person participating in sexual activity consents to that activity taking place.

Consent involves a person providing free agreement to the sexual activity. Whether or not a person reasonably believes that another person is consenting to an act depends on the circumstances, including any steps that the person has taken to find out whether the other person consents. Consent can be removed at any time.

Circumstances where a person does not consent to sexual activity are listed below, and you can also read the [Student Sexual Harm Policy](#) on the University website for more information. Situations where a person does not consent include but are not limited to, the following:

- a) a person is asleep or unconscious;
- b) a person is so affected by alcohol or other drugs, as to be incapable of freely agreeing to the sexual activity;
- c) the person is mistaken about the sexual nature of the activity;
- d) the person is mistaken about the identity of any other person involved in the sexual activity;
- e) the person does not say or do anything to indicate consent to the sexual activity;
- f) having given consent to the sexual activity, the person later withdraws consent to the sexual activity taking place or continuing; or
- g) force is used or threatened to be used against a person (or someone else) to coerce them into engaging in the sexual activity;

The law in Victoria sets clear age limits for when a person can legally have sex. This is called the age of

consent. In Victoria it is generally unlawful to engage in sexual activity with a child under 16 years old, even if they agree.

If you have experienced or witnessed any such conduct, or other concerning behaviour, you are strongly encouraged to contact the University's Equity and Inclusion Team as soon as practicable for advice, support and information.

Drugs and Alcohol

Drugs/illegal substances are not to be used anywhere on University premises. If anyone is caught using these, selling these or having these in their possession the matter will be referred to Victoria Police. In addition, disciplinary action will also be taken by Fedliving and this typically results in immediate eviction.

Guests and Visitors

You must always observe our policies regarding visitors and guests.

In addition –

- A 'guest' is classified as any non-resident staying overnight at the Residences at the express or implied invitation of a Resident; and
- A 'visitor' is classified as any non-resident visiting the Residences at the express or implied invitation of a Resident but does not stay overnight.
- Visitors are not permitted to be on residence during Quiet Hours between 10.30pm and 7.00am or during SWOTVAC or Exam periods.
- All guests must be at least 18 years of age unless they are the immediate family member of the Resident.
- You are responsible for your visitor or guest and their actions at all times. This includes being financially responsible for any costs relating to damage caused by your guest or visitor.
- Fedliving may refuse entry to any guest or visitor into the Residences or evict any guest or visitor from the Residences at their discretion.
- You must obtain an overnight guest pass from us prior to the guest's arrival. Guest passes are permitted for single night stays only.
- Only one guest will be permitted to stay overnight per request;
- Residents are permitted to have one guest per fortnight. If your guest requires additional accommodation, they can apply for a short stay through Fedliving;
- Guests are not permitted to stay during SWOTVAC and Exam periods;
- the guest must sleep in your room and not in any lounge room or other common area
- Furniture, pillows and other items normally located in common areas cannot be used for the purposes of accommodating guests in your room;
- You are responsible for the behaviour of your visitor or guest and must accompany the visitor or guest while they are on site;
- You are liable for the costs of any damage caused by your visitor or guest.
- Your swipe card and/or keys should always remain in your possession. It is not to be used by visitors and guests.
- Fedliving residents must observe visitor policy as it applies to quiet hours, SWOTVAC and Exam periods when visiting other units/buildings.

Quiet Hours

The following requirements apply;

- quiet time should be observed between 10.30 pm and 7.00 am, 7 days per week. During quiet time, noise should not be audible beyond individual rooms.
- the kitchen facilities during quiet time should only be used for the preparation of light snacks for individuals.
- noise that is audible beyond an individual unit/building or common facility on residence is not acceptable at any time unless approved through the Fedliving Office for specific events.
- laundry facilities are not to be used during quiet time.
- visitors to your residence, including Fedliving residents who do not reside in your unit/building, are not permitted during quiet hours.

Pets and animals

You and your guests and visitors are not permitted to keep pets or allow any animals to enter the residences, or feed or otherwise encourage any animal to approach you or the Residences.

Approved service animals and Fedliving programs are exempt from this rule however there are limited properties that are suitable for animals. Approved service dogs are required to have an annual Public Access Test (PAT) provided to Fedliving.

Smoking and Vaping

Smoking and vaping is only permitted in designated outside smoking areas. You are liable for any costs incurred or damage caused by your smoking or vaping, including any associated deep cleaning costs on check out or the costs of any fire brigade attendance due to an alarm being triggered by your smoking or vaping. (Note - this also applies to alarms triggered by cooking within the units or any other irresponsible behaviour).

Keys and Security

You must keep all keys or swipe cards we issue to you in your custody. You must not lend keys or swipe cards to any person. If you lose your keys or swipe cards, you must report this immediately to us.

We will charge the amount set out in the Fee Schedule for the replacement of a key or swipe card and this must be paid to us before the replacement key or swipe card is issued to you.

A lock out card/key which provides 15 minutes of access may be provided to you during office hours.

Where you make a lock out call to us or request a lock out key, and we consider that you have requested the key or made the call unreasonably we may charge you a fee. For every lockout call or key you request there will be an administration charge as set out in the Fee Schedule.

You must not leave front doors or emergency exits open or ajar and must ensure that the windows and doors of your Residence are closed and locked when you are not in attendance.

Appliances

You must not keep or use portable heaters (unless supplied by us), including but not limited to –

- Oil Burning heaters;
- Radiator heaters;
- Electric fan heaters or similar.

Appliances such as microwaves, air fryers, rice cookers, kettles and coffee makers are to be used in designated kitchen spaces only. They are not permitted for use in bedrooms.

We reserve the right to remove any appliances found in your Residence or in common areas.

Other electrical appliances owned by you and on university premises must be checked and tagged by a qualified electrician. Any electrical appliance found in your Residence or in common areas, which have not been tagged may be confiscated and disposed of by us. We will not be liable for any loss or damage of electrical appliances used on university premises.

Dangerous Goods

You must not bring onto university premises –

- explosive, hazardous or flammable materials;
- firearms or replica firearms regardless of whether or not you have permit; or
- illegal weapons and substances (including drugs and drinking paraphernalia).

We will take appropriate action and contact the Police if we determine that you have any of these dangerous goods in your possession.

Laundry

You must not place laundry on balconies or out of windows. You must use the clothes horses or dryers we provide. You must keep laundry facilities tidy. Laundry facilities are not to be used during Quiet Time (between 10.30pm and 7am).

Vehicles

You must drive motor vehicles on designated roads only. Roads and carparks around Residence are often used as shared pathways so vehicles must be driven safely and obey all traffic regulations. You and your visitors or guests must park in designated parking areas. Parking is not permitted on lawns, footpaths, nature strips, or garden/bushland areas. Some parking areas will be restricted to residents with authorised permits.

Sub-licensing

You must not allow any other person to use your residence except where they are your visitor or guest. You must not sub-licence your Residence to another person and you must not assign to any other person the benefit of this Licence Agreement.

Emergency Contact

By entering into this Licence Agreement, you consent to us contacting and disclosing information about you to the persons you have nominated as your emergency contact persons. We will only do this in the event of an emergency or similar urgent situation or if your account is in arrears.

Privacy Statement

The information in this licence agreement is collected for the primary purpose of administering this Licence Agreement and for the purposes of administering student accommodation generally. Provision of the information requested is voluntary, but if you choose not to complete this Licence Agreement, we will be unable to grant you a licence to occupy a residence. Personal information will not be disclosed to any third party unless required by law, pursuant to this Licence Agreement or in circumstances permitted by the University's Privacy Policy. You have a right to access personal information that the University holds about you, subject to any exceptions in relevant legislation. If you wish to seek access to your personal information or inquire about the handling of your personal information, please contact the University Privacy Officer at privacyofficer@federation.edu.au.

Academic Performance

If you are a student, the primary purpose of you residing on our premises is for the purpose of academic achievement. If you are a staff member the primary purpose is to encourage academic achievement. By entering into this agreement, you consent to the disclosure to us by any person of all information relating to your employment, academic results or enrolment at the University. You also consent to us monitoring your academic progress or employment status to determine whether you are an enrolled student or an employee of the University, and for the purpose of the provision of pastoral care.

Hygiene Standards

You must observe and maintain socially acceptable standards of hygiene and tidiness in all areas of the University including residences, kitchens, bathrooms, and other common areas. You must only discard rubbish in the receptacles provided by us. Residents are responsible for maintaining cleanliness of their bedroom, ensuite (if applicable) and common areas, including kitchen and bathrooms. Where we determine that your residence or common areas used by you are unacceptably dirty or untidy according to normal social standards, we may clean these areas and charge you all or part of the costs of cleaning. Failure to maintain a hygienic standard of living after being identified as living in an untidy manner could result in your residency contract being terminated.

Food preparation and cooking is permitted in designated kitchen spaces only.

Inventory and Condition Report

You must raise any concerns or discrepancies with us within 48 hours of occupancy, otherwise you will be deemed to have accepted the condition of the room and inventory. At the end of your licence, you must return the items of inventory and the Residence to us in the same condition as these were provided to you, except for any fair wear and tear.

Notices

We will serve notices on you by either of these methods;

- hand delivering them to you or your room.
- e-mailing them to you at your last known e-mail address.
- Posting them to you at your last known address.
- Text messages for urgent or emergency purposes.

You may serve notices on us by hand delivering them to a Fedliving Office or by e-mailing or posting them to a Fedliving Office.

If posted in Australia notices will be deemed to be received five business days after posting or if by email, in accordance with the Electronic Transactions (Victoria) Act 2000.

General Clauses

The Residential Tenancies Act 1997 (Vic) does not apply to this Licence Agreement. You must contact us when requested to do so. If you fail to contact us in a timely manner access to your residence may be suspended until you do so.