



# UTS Housing Services – Student Residence Licence Agreement

## Contract Details

| Parties            |                                                                                                                                                                                                    |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| UTS, Our, Us or We | University of Technology Sydney (ABN 77 257 686 961) of 15 Broadway Ultimo NSW 2007<br>Notices for the attention of: Sarah Lok, Director, Student Wellbeing and Support Unit, sarah.lok@uts.edu.au |
| You or Your        | the person specified in the Information Table                                                                                                                                                      |

## Information Table

| Your Details                         |                                                                                                     |
|--------------------------------------|-----------------------------------------------------------------------------------------------------|
| Last Name                            |                                                                                                     |
| First Name(s)                        |                                                                                                     |
| Date of Birth                        |                                                                                                     |
| Address                              |                                                                                                     |
| Telephone Number                     |                                                                                                     |
| Email                                |                                                                                                     |
| Accommodation                        |                                                                                                     |
| Student Residence                    | UTS student residence located at 702 - 730 Harris St, Ultimo, NSW 2007 and described as Yura Mudang |
| Apartment Type                       |                                                                                                     |
| Room / No. of Beds                   |                                                                                                     |
| Approved Number of Beds in Apartment |                                                                                                     |
| Term                                 |                                                                                                     |
| Start Date                           |                                                                                                     |
| End Date                             |                                                                                                     |
| Fees                                 |                                                                                                     |
| Licence Fee                          | [\$[Insert Amount]] for the Term (being \$[Amount] per week)                                        |
| Other Charges                        | As set out in Item 2 of Schedule 1                                                                  |
| Security Deposit                     | As set out in Item 2A                                                                               |

## Execution

By completing the Licence Agreement online acceptance through the UTS Student Housing portal you agree to be bound by this agreement in accordance with and subject to the Terms and Conditions attached.

Signed on behalf of the **University of Technology Sydney** by its authorised representative:

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Signature

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Name (print)

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Position (print)

Date:

# Terms and Conditions

## 1 This Agreement

### 1.1 Documents that comprise the agreement

This agreement consists of:

- (a) these Terms and Conditions;
- (b) the Contract Details and Information Table;
- (c) the Schedules;
- (d) the UTS Housing Rules; and
- (e) any other document expressly incorporated into the agreement.

If there is any inconsistency between the parts referred to above, the part higher in the list prevails to the extent of any inconsistency.

### 1.2 Acceptance

This agreement takes effect upon:

- (a) the online acceptance by You of the agreement (including the UTS Housing Rules); and
- (b) payment of the Security Deposit and Acceptance Fee.

### 1.3 Enrolment

- (a) At the time of entering into this Agreement You must be enrolled or intend to be enrolled at UTS in 12 credit points or more for each session.
- (b) You must continue to be enrolled at UTS in 12 credit points or more for each session until the End Date.
- (c) If You cease to be enrolled at UTS in 12 credit points or more per session, then We may terminate this agreement by giving You 10 Business Days' notice in writing.

### 1.4 Induction Training

- (a) We require all occupiers of the UTS Student Residence to undertake induction training in relation to use and occupation of the UTS Student Residence, health and safety, wellbeing, prevention and responding to Gender-based Violence and other matters.
- (b) You confirm that You satisfactorily completed the induction training referred to in clause 1.4(a) prior to entering into this Agreement and agree to undertake any further reasonable training that We may require You to undertake from time to time.

## 2 Grant of Licence

### 2.1 Licence

We grant You a licence to reside in the Room and to access all Common Property on the terms and conditions set out in this agreement.

### 2.2 No Tenancy

This agreement and Your right to occupy the Room and access the Common Property is personal to You and Your rights are only contractual. This agreement is not a lease and does not give You any estate or interest or any right as a tenant in all or any part of the Student Residence or furniture.

## 3 Term

This agreement starts on the Start Date and ends on the End Date unless terminated earlier under this agreement.

## 4 Condition of Room

### 4.1 Handover Condition

- (a) We make the Room available to You at the Start Date, in a reasonable state of cleanliness and repair as set out in the condition set out in the Condition Report.
- (b) You must inspect the Room and complete the Condition Report within 14 days after moving into the Room.
- (c) If You do not complete and return the Condition Report within 14 days after moving into the Room, You will be taken to have agreed with the accuracy of the Condition Report as provided to You by Us.

### 4.2 Cleanliness

You must:

- (a) keep the Room and Common Property in a clean and tidy state at all times; and
- (b) promptly remove Your rubbish from the Room and Common Property and place the rubbish in the communal rubbish areas and bins allocated by Us, ensuring that such rubbish is appropriately sorted.

### 4.3 Notice of damage

You must notify Us:

- (a) as soon as practicable of any damage to the Room or Common Property; and
- (b) immediately of any hazard or damage to the Room or Student Residence that poses a health or safety risk.

**Note:** Notification is to be made through the UTS Housing Portal which can be accessed at: [https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home\\_1?UrlToken=FE834432](https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home_1?UrlToken=FE834432)

*In addition, any emergency, or hazard or damage requiring immediate attention (including any matter under clause 4.3(b)), must be reported directly in person to a UTS Housing staff member or UTS security.*

### 4.4 Damage and repairs

- (a) You must not damage the Room, Common Property or any part of the Student Residence.
- (b) You are responsible for the costs associated with repairing or rectifying damage to the Room, Common Property or Student Residence caused or contributed to by You.
- (c) You must not carry out or arrange for repairs by Your own contractors. You must make any request for repairs to Us.

**Note:** Requests are to be made through the UTS Housing Portal which can be accessed at: [https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home\\_1?UrlToken=FE834432](https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home_1?UrlToken=FE834432).

### 4.5 Repair works and cost

- (a) If You cause damage to the Room, Common Property or any part of the Student Residence, We will repair or replace the damaged property (if the damaged property is incapable of repair) and then issue You with a demand for payment of the amount incurred by Us acting reasonably (**Demand**).
- (b) You must pay the amount specified in the Demand by the earlier of:
  - (i) 30 days after receiving the Demand; or
  - (ii) expiry or termination of this Licence Agreement.

## 5 Locks, Access Devices and Security

### 5.1 Your Access Devices

- (a) Access Devices issued to You by Us must remain in Your possession at all times and must not be provided to any other person for any reason unless We authorise it in writing.
- (b) You must not copy or duplicate any Access Devices or change any of the locks to the Room or any parts of the Student Residence.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

### 5.2 Lost or Damaged

- (a) You must immediately report the loss or damage of any door locks or Access Devices issued to You by Us.

**Note:** A report is to be made through the UTS Housing Portal which can be accessed at: [https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home\\_1?UrlToken=FE834432](https://uts.starrezhousing.com/StarRezPortalX/326EE588/1/1/Home-Home_1?UrlToken=FE834432).

- (b) You will be responsible for and must pay the reasonable cost of:
  - (i) replacing any lost, damaged or misplaced Access Devices; and
  - (ii) replacing or repairing any door locks to the Room (including the cost of issuing new Access Devices for all impacted residents and users) due to damage caused or contributed to by You or because you have lost or misplaced any Access Devices issued to You by Us.

**Note:** Please refer to Item 2 of Schedule 1 which identifies the cost of replacement access cards.

### 5.3 Audit

If and when reasonably required by Us, You must cooperate with Us in connection with:

- (a) the audit of locks and Access Devices; and
- (b) random checks of Access Devices and identification documents of Guests and people on, using or accessing the Student Residence,

conducted by Us.

### 5.4 CCTV

- (a) CCTV cameras may be installed and operated by Us in the Common Property.
- (b) You acknowledge:
  - (i) the use of the CCTV cameras in the Common Property;
  - (ii) You may be under surveillance and Your image may be captured by the CCTV cameras on the Common Property; and
  - (iii) We may access the footage captured by the CCTV cameras (which may include Your personal information).
- (c) Any personal information collected by the CCTV cameras will be handled in accordance with the UTS Privacy Policy.

**Note:** The UTS Privacy Policy may be accessed at: <https://www.uts.edu.au/about/leadership-governance/policies/a-z/privacy-policy>.

## 6 Your Use of the Room

### 6.1 Our commitment

Subject to Our rights and Your continued compliance with Your obligations under this agreement, We will not cause unreasonable interference with your peace, comfort or privacy in the Room.

## 6.2 UTS Housing Rules

- (a) You must at all times comply with:
  - (i) the UTS Housing Rules; and
  - (ii) Our reasonable directions.
- (b) We may make changes to the UTS Housing Rules from time to time for the health, safety and wellbeing of students and occupiers of the Student Residence, the management, care and/or cleanliness of the Student Residence, for the preservation of good order, behaviour and conduct or for the convenience of students, visitors, occupants of the Student Residence.
- (c) We will give You notice of any changes to the UTS Housing Rules that You must comply with.
- (d) You are required to comply with any changes that we make to the UTS Housing Rules from:
  - (i) in the case of an emergency, immediately upon being notified by Us of the change; or
  - (ii) in all other cases, the date specified in the notice that We give You or the date being 7 days after that notice is given, whichever is the later.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

## 6.3 Things you must not do

You must not:

- (a) make any disturbing noise or other nuisance while in or about the Student Residence (including in or about the immediate adjacent public areas) that is likely to interfere with the peaceful enjoyment of others, including neighbours of the Student Residence;
- (b) cause, or permit the Room or Common Property 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 occupier or person in or near Your Room or Common Property;
- (c) threaten, abuse, intimidate or harass any member of UTS Housing staff, neighbours of the Room, contractors, tradespersons or other occupiers or users of the Student Residence, including either directly or through online, social media or other means;
- (d) conduct a business of any kind in the Room, nor engage in any illegal, riotous or noisy conduct, practices or behaviour including any such conduct, practices or behaviour which may bring Us (including UTS Housing) into disrepute, or is in Our opinion, prejudicial to the wellbeing of other occupiers and users of the Student Residence; and
- (e) not bring any animals or pets of any kind on to any part of the Student Residence unless otherwise approved in writing by Us.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

## 6.4 Guests

- (a) You must make sure Your Guests and invitees do not behave in any way which might disturb the peaceful enjoyment of another resident. This applies to behaviour of Your Guests and invitees in a Room, Building or on Common Property.

- (b) You are responsible for the conduct and behaviour of all of Your Guests and invitees including any damage they cause or contribute to.
- (c) Where You must perform or refrain from doing or carrying out some act or thing under this agreement, You must ensure that Your Guests perform or refrain from doing those acts or things.
- (d) You must not permit any Guest to stay overnight other than as approved by Us, other occupiers of Your Apartment and subject to the terms of the UTS Housing Rules.
- (e) Without limiting clause 6.4(d), You must not have:
  - (i) more than 1 overnight Guest per visit;
  - (ii) overnight Guests for more than 25 nights in any six (6) month period starting from the commencement of the Licence Agreement (includes an unplanned overnight Guest);
  - (iii) more than 3 overnight Guests per calendar week;
  - (iv) a Guest stay for more than 3 consecutive nights, including by being the Guest of another occupier consecutively within the Student Residence;
  - (v) more than 3 non-overnight Guests visiting the Student Residence daily;
  - (vi) a non- overnight Guest admitted to a Student Residence after midnight;
  - (vii) a non-overnight Guest in a Student Resident between 1am and 7am; or
  - (viii) Guests who have been prohibited from entering any UTS Student Residence.
- (f) We may require any Guest to vacate the Student Residence, at our discretion.
- (g) You must observe, and ensure all Guests observe, the specific quiet hours, curfews, or temporary restrictions implemented by Us.

## 6.5 Alcohol

- (a) You must not:
  - (i) take or consume alcohol in the Common Property of the Student Residence from
    - (A) 10pm Monday, Tuesday, Wednesday, Thursday and Sunday evenings until 7am the next day; and
    - (B) 11pm Friday and Saturday evenings until 7am the next day, unless authorised by Us;
  - (ii) engage in binge or excessive alcohol consumption within the Student Residence; or
  - (iii) engage in drinking games and competitions which encourage excessive alcohol consumption.
- (b) We may designate alcohol free zone and alcohol-free periods, and You must comply and not consumer alcohol in any alcohol free zone or during any alcohol free period in any part of the Student Residence.

## 6.6 No Smoking

- (a) You must not smoke or vape any substance (including medication prescribed to you) in any internal or outdoor areas of the Student Residence (including all Common Property such as balconies, internal and external thoroughfares and stairwells).
- (b) You must comply with Our rules and policies relating to smoking in and around UTS Campus.

**Note:** Our position and policy on smoking is available and may be accessed at: <https://www.uts.edu.au/about/uts-vision/health-wellbeing/preventing-injury-and-illness/hazards/smoking>.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

#### 6.7 **Drugs**

You must not possess, distribute, sell or supply, manufacture or use any illegal drugs or substance or prescription medication (other than for its intended purpose), or any equipment used for such illegal drugs, substances or medications. If you are found to be in possession of any illegal drug, substance or prescription medication (other than medication prescribed to you) We may, amongst other things, immediately confiscate them and may report the incident to the police.

#### 6.8 **Fire Safety Equipment**

You must:

- (a) not remove, interfere with or obstruct any smoke alarm or any other fire safety equipment within the Room or Student Residence;
- (b) participate in fire drills arranged by Us; and
- (c) pay for the cost of any false fire alarm attendances triggered by You.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

#### 6.9 **No alterations**

You must not make any alterations or additions to the Room without Our consent, including:

- (a) the construction of any partition to the Room or to any other parts of the Student Residence;
- (b) placing or affixing any satellite dish, antenna or other device to any part of the Student Residence; or
- (c) installing cables between the Room and any parts of the Student Residence.

#### 6.10 **Furnishings**

- (a) You must not without Our consent, permanently or temporarily remove any item of furniture, fixture, fitting or other effect belonging to Us from the Room or any part of the Student Residence.
- (b) You must not remove windows or screens from windows, fire escapes, doors or other exterior parts of the Student Residence.

#### 6.11 **Gender-based Violence**

- (a) You must not inflict or subject any person to Gender-based Violence.
- (b) You must comply with the UTS policies regarding sexual harm prevention as introduced and amended from time to time.

**Note:** The UTS Sexual Harm Prevention and Response Policy is available and may be accessed at: <https://www.uts.edu.au/about/leadership-governance/policies/a-z/sexual-harm-prevention-and-response-policy>.

- (c) You must undertake, attend and participate in all education and training that We provide in relation to the prevention and responding to reports of Gender-based Violence.
- (d) You acknowledge and agree that if We receive any information or report alleging that You have engaged in any form of Gender-based Violence, We may respond and take

such steps as We consider proportionate. This may include moving You to another room in the Student Residence or other location or permanently remove you from the Student Residence.

**Note:** *Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.*

## **7 UTS Rules and Policies**

### **7.1 Rules and Policy Documents**

- (a) You acknowledge that before entering into this agreement You have had access to and read a copy of the:
- (i) UTS Student Rules;
  - (ii) UTS Policies and Directives.

**Note:** *The UTS Student Rules may be accessed at: <http://www.gsu.uts.edu.au/rules/student-index.html>.*

*The UTS Policies and Directives may be accessed at: <http://www.gsu.uts.edu.au/policies/index-a-z.html>.*

- (b) You must comply with UTS Policies and Directives and UTS Student Rules relating to health and safety, the proper conduct of UTS students and efficient operation and administration of UTS Housing.
- (c) For clarity, You acknowledge and agree that You must comply with the UTS Policies and Directives and UTS Student Rules in accordance with clause 7.1(b) as if you were a student of UTS to which the UTS Policies and Directives and UTS Student Rules apply until You cease to occupy the Student Residence, including for example where You are yet to commence Your course or have met the requirements for completion of Your course.

**Note:** *Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.*

### **7.2 Changes to Rules and Policies**

- (a) We may make changes to the UTS Rules and Policies from time to time.
- (b) You acknowledge that We require the ability to make and implement changes to the UTS Rules and Policies from time to time including for the good management, safety, care and/or cleanliness of the UTS Campus (including the Student Residence), for the preservation of good order, behaviour and conduct or for the convenience, administration of duties, and the safety and wellbeing of students, staff, visitors, occupants or tenants of the UTS Campus.

### **7.3 Inconsistency**

To the extent that there is any inconsistency between this agreement and the UTS Rules and Policies the terms of this agreement will apply.

## **8 Liabilities**

### **8.1 Your risk**

You occupy and use the Room, Common Property and other parts of the Student Residence at Your own risk.

### **8.2 Your responsibility**

You are responsible for all personal injury or death, property damage (subject to fair wear and tear), theft or for any other loss, costs, fees and charges arising directly or indirectly from Your use of the Room and the Student Residence, including any consequential loss except to the extent caused by Our act or omission.

### 8.3 Release

You release Us from any claim, liability, injury, demands, loss or damage of any kind (including any personal injury or death or loss or damage to any personal property) to You and Your Guests that might be suffered or incurred while in or in the vicinity of the Student Residence, except to the extent caused by Our act or omission.

### 8.4 Contents Insurance

You are responsible for contents insurance for Your personal property. You acknowledge that We are not responsible for any theft, robbery or damage.

## 9 Access by Us

### 9.1 With Notice

Provided We first give You reasonable notice of not less than 5 days (unless it is not reasonably practicable to do so in the circumstances) We may enter the Room for purposes such as carrying out repairs and renovations, inspections, removal of furniture and cleaning and showing the Room to prospective occupiers. We will have Access Devices to the Room for this purpose.

### 9.2 Without Notice

We may enter and/or search the Room without notice to You, where:

- (a) there are reasonable grounds to believe there is a likelihood of risk to You or any person or to Our property;
- (b) You have been reported absent from the Student Residence for 72 hours and have not informed Us of Your intended absence;
- (c) there are reasonable grounds to believe You have engaged in unauthorised or illegal activities;
- (d) there are reasonable grounds to believe You have abandoned the Room;
- (e) emergency maintenance of the Room or Student Residence is required (including any works required to any doors or locks); or
- (f) You have requested Us to undertake maintenance works.

### 9.3 Missing persons

You acknowledge that if We are informed or form a reasonable belief that You are missing, then We will take action in accordance with the "UTS Housing Service Missing Resident Notification Procedures".

**Note:** *The UTS Housing Service Missing Resident Notification Procedures may be accessed at: [MissingResidentNotificationProceduresLegal.pdf](#).*

### 9.4 Apartment Common Area

- (a) We may enter and access the Apartment Common Area at any time:
  - (i) where We require access to any Room within the Apartment; or
  - (ii) for the purposes of cleaning or undertaking repairs and maintenance of any part of the Apartment Common Area or furnishings, fittings or equipment located on the Apartment Common Area.
- (b) We may enter and search the Apartment Common Area where We have reasonable grounds to believe:
  - (i) Your or any occupier of the Apartment are engaged in unauthorised or illegal activity; or
  - (ii) there is a likelihood of risk to You or any person or to Our property.
- (c) You are responsible for informing and must notify the other occupiers of Your Apartment of any request or notification that You give Us in relation to cleaning,

repairs and maintenance of Your Room or any part of the Apartment or which would otherwise cause Us to access the Apartment Common Area.

## **10 Allocation of Rooms**

### **10.1 Your Room**

You may only reside in the Room allocated to You and You may not move into any other room in the Building without Our consent.

### **10.2 Relocation on Notice**

We may move You to another room of equal or better standard in the Student Residence or other location, by giving You at least 7 days' notice, if We consider it reasonably necessary or desirable:

- (a) for repair and maintenance purposes;
- (b) to address difficulties between residents of the Student Residence;
- (c) for the effective economic use of the Our student accommodation facilities;
- (d) any other purpose reasonably required by Us.

### **10.3 Immediate Relocation**

We may move You to another room in the Student Residence or other location, without notice:

- (a) where We consider, acting reasonably, it is necessary or desirable for reasons of student safety or student welfare (including to cater for specific needs or health (including mental health)) or otherwise in the best interest of other residents or staff of the Student Residence.

**Note:** This may include circumstances where we have received information or a formal report alleging that You have been engaged in Gender-based Violence, and We consider moving You to be a proportionate response.

- (b) in an actual or suspected Emergency.

### **10.4 Move Duration**

Under clauses 10.2 and 10.3, We may move You on a temporary or permanent basis.

### **10.5 Adjustment to Fee**

If reasonable and appropriate, We will make any consequential adjustments to the Licence Fee.

### **10.6 Your Responsibilities**

- (a) If We give You notice to move temporarily, You must comply with that notice within the specified time, and if You do not, We may arrange to move Your possessions to the alternative room or to storage (if required).
- (b) If You are temporarily moved, You must vacate the temporary room and return to the Room as and when We direct you to do so. If You fail to do so, We may, after providing You with at least 2 days' notice of Our intention to do so (unless in an Emergency where no notice is required), arrange to move Your possessions to the Room or to storage (if required).
- (c) Where You are required to move permanently to another room for any reason, the new room will become the Room for the purposes of this agreement and if applicable, the Licence Fee will be updated to the amount payable under clause 10.5 for the purpose of this agreement.

## **11 Fees and Payments**

### **11.1 Licence Fee**

- (a) You must pay the Licence Fee to Us without deduction or set-off.

- (b) The Licence Fee is charged at a weekly rate, payable in advance by:
  - (i) a single lump sum for a full year;
  - (ii) two half-yearly instalments; or
  - (iii) equal fortnightly instalments; or
  - (iv) where You are a study abroad or exchange student by three equal instalments.

**Note:** *The exact date for payments of the Licence Fee will be emailed to you directly before You commence occupation at the Student Residence.*

## 11.2 Method of Payment

- (a) At least 10 Business Days before the Start Date You must complete and return to Us, the Residential Fee Payment Option Form.
- (b) You must pay the Licence Fee to Us:
  - (i) by direct debit authority drawn from Your Bank Account and paid into the UTS Bank Account;
  - (ii) by one lump sum payment by credit card, EFTPOS, bank cheque or Australian money order payable to UTS (either for the entire semester or for a full year); or
  - (iii) as otherwise agreed in writing by Us,
 as specified in the Residential Fee Payment Option Form.

## 11.3 Charges

In addition to the Licence Fee, You must pay Us the charges set out in Item 2 of Schedule 1.

## 11.4 Other Payments

Where this agreement does not specify a time for payment of an amount payable by You to Us under this agreement, such amounts are payable within 14 days of Us requesting payment from You, as directed by Us.

## 11.5 Failure to Pay

If You fail to pay the Licence Fee or any other amounts by the due date for payment, then in accordance with the UTS By-laws and UTS Student Rules, We may place a mark on Your student record. A mark on Your student record will entitle Us to take any of the actions outlined in the UTS Student Rules including withholding exam results and preventing You from graduating or re-enrolling.

**Note:** *Your obligation to pay the Licence Fee and other amounts under this agreement are Essential Terms. In addition to Our rights under this clause We are entitled to terminate this agreement under clause 13.3 if You fail to pay the Licence Fee.*

## 11.6 GST

- (a) In addition to any payment due under this agreement, You must pay to Us an amount equal to any GST which We are or become liable to pay for any supply made under or in connection with this agreement.
- (b) If a payment is a reimbursement of an expense incurred by the other party, the payment will exclude any amount for which the other party is entitled to claim an Input Tax Credit.

# 12 Security Deposit

## 12.1 Holding of Security Deposit

- (a) You must pay the Security Deposit to Us at the time you enter into this agreement and in any event before the Start Date.

- (b) We will hold the Security Deposit in a bank account for the term of this Licence Agreement, subject to Our right to draw on and retain the Security Deposit.
- (c) You are not entitled to any interest that accrues on the Security Deposit.

## 12.2 Drawing on Security Deposit

We may deduct and retain from the Security Deposit:

- (a) any amount due and unpaid by You to Us under this agreement; or
- (b) to remedy or compensate Us for losses or claims suffered or incurred as a result of any breach of this agreement by You, including making good any damage to property caused by You.

## 12.3 Return of Security Deposit

- (a) Subject to Our rights under this agreement and provided that You have provided us with Your Bank Account details or agreed another method of payment, We will refund the Security Deposit to Your Bank Account, or as otherwise agreed, within a reasonable period after the Expiry Date or termination of this agreement.
- (b) If You renew this agreement, then the Security Deposit will continue to be held by Us as the security deposit (or part of the security deposit) under the renewed licence agreement.

## 12.4 Restriction

You must not use the Security Deposit to pay the Licence Fee owing on the Expiry Date or termination of this agreement.

## 12.5 Our rights

The exercise of Our rights or payment under this clause does not limit or exclude any other rights or remedies available to Us in relation to Your breach of this agreement or otherwise.

# 13 Breach and Termination

## 13.1 Breach of UTS Housing Rules

Without limitation to Our rights and remedies under these Terms and Conditions, a breach by You of the UTS Housing Rules may be dealt with in accordance with the UTS Housing Rules and We may also refer any breach of the UTS Housing Rules to the Director, Governance Support Unit to be dealt with under the UTS Student Rules.

**Note:** Under the UTS Housing Rules We may take action in response to breaches of the UTS Housing Rules including immediate termination of this agreement, permanent exclusion from UTS Housing, the payment of costs and fines, suspension of privileges.

## 13.2 Termination by You

- (a) You may terminate this agreement before the Expiry Date (with effect on the date determined in accordance with 13.2(b)) by giving Us notice in writing (**Early Termination Notice**).
- (b) If You give us a Early Termination Notice, then this agreement will terminate on the earlier of:
  - (i) the day before the date the Replacement Licence starts (which will not be earlier than 2 weeks after the Early Termination Notice is given to Us); or
  - (ii) the Expiry Date.

**Note:** We cannot guarantee that we will find a replacement occupier for your Room. In particular, please be aware that towards the end of the term We have low demand and chances of Us finding a replacement occupier for your Room. All replacement occupiers must meet Our eligibility and other requirements. We are under no obligation to enter into any Replacement Licence.

- (c) You must continue to pay the Licence Fee and other amounts and comply with this agreement up until the date this agreement is terminated as provided for in clause 13.2(b).
- (d) You are entitled to continue to occupy the Room until the agreement is terminated as provided for in clause 13.2(b). You are however, not obligated to occupy the Room if you no longer wish to occupy the Room and may vacate by giving us at least 2 weeks notice (which notice may be given through the UTS Housing Portal).

**Note:** *Early termination is not guaranteed.*

*If you give notice under this clause seeking to terminate the Licence, the Licence will not terminate until the day before a Replacement Licence starts. It may be difficult for an appropriate replacement occupier for your Room to be identified and to procure entry into a Replacement Licence. If a Replacement Licence is not entered into by UTS then the Licence will not terminate before the Expiry Date.*

*You will be required to continue to comply with the obligations under the Licence until it is terminated. This includes the obligation to pay the Licence Fee.*

*You will not be required to occupy the Room but you may continue to do so should you wish, until the date on which the Licence actually terminates.*

### 13.3 Termination by Us

We may terminate this agreement before the Expiry Date by giving You notice in writing, and this agreement will terminate immediately on the date of the notice if:

- (a) You breach Your obligations under this agreement and We have given You a notice in writing specifying the breach and You have failed to remedy the breach to Our reasonable satisfaction within the time period specified in the notice (which must be a reasonable period having regard to the nature of the breach);
- (b) You breach an Essential Term of this agreement;
- (c) You breach the UTS Housing Rules and it is determined under the UTS Housing Rules that this agreement is terminated;
- (d) You commit a breach which is not capable of being remedied;
- (e) You persistently or repeatedly breach this agreement (whether such breaches are remedied or not);
- (f) You fail to pay the Licence Fee by the due date and remains in arrears for a period of 4 weeks from the due date for payment;
- (g) You sublet or assign your rights under this agreement or part with possession or share, co-habit with or allow or enable any third party to occupy the Room at any time, except as may be permitted under the UTS Housing Rules;
- (h) We have reasonable grounds to suspect that You are engaged in an illegal activity;
- (i) Your continued occupation of the Room and Student Residence poses a threat to the safety, welfare or wellbeing of other residents in the Student Residence.

**Note:** *In addition to the above, if You cease to be enrolled at UTS in 12 credit points or more per session We may terminate this agreement in accordance with clause 1.3(c).*

*Our rights and remedies under this clause are separate from and in addition to the rights and remedies or action We may take under the UTS Housing Rules.*

### 13.4 Payments on Termination

- (a) If We terminate the agreement under clause 13.3, You must pay to us an amount equal to the Licence Fee that would be payable from the date of termination until the earlier of:
  - (i) the Expiry Date; or
  - (ii) the day before the date the Replacement Licence starts.

- (b) The parties acknowledge and agree that the amount payable by You under this clause is a genuine pre-estimate of Our loss as a result of the termination.
- (c) Nothing in this clause releases You from any amounts outstanding and owing or costs and expenses You have incurred under this Agreement up to the date of termination.

### 13.5 Replacement Resident

If you give us an Early Termination Notice or this agreement is terminated before the Expiry Date We will:

- (a) first, consider applications on the waiting list for the Student Residence and otherwise take reasonable steps to find a replacement resident to occupy the Room;
- (b) if after We have considered applications as provided for in clause 13.5(a), there are no suitable applicants on the waiting list You may propose a replacement resident to occupy the Room and We will consider the proposed replacement resident, acting reasonably.

### 13.6 End of Licence Obligations

- (a) On or before the Expiry Date or earlier date on which this agreement is terminated (or you choose to cease occupation as contemplated in clause 13.2(d)), You must:
  - (i) vacate and leave the Room in a clean and habitable state in the same condition and return the Room to the configuration, as at the Start Date, subject to fair wear and tear;
  - (ii) remove Your personal property, including mailbox locks, from the Room and Common Property.
- (b) If You do not comply with the requirements under clause 13.6(a), then:
  - (i) the Licence Fee continues to accrue until You have fully complied with the requirements under clause 13.6(a); and
  - (ii) after giving 7 days' written notice to You, We may remove Your personal property, which will be deemed to be abandoned, and dispose of them, at Our discretion.
- (c) We are not responsible for any items left in the Room or otherwise at the Student Residence after the Expiry Date or earlier termination of this agreement (or the date you cease occupation as contemplated by clause 13.2(d)).

### 13.7 Essential Terms

The following are essential terms of this agreement:

- (a) the obligation to pay the Licence Fee and other money under this agreement;
- (b) clause 5.1 (Your Access Devices);
- (c) clause 6.2 (UTS Housing Rules);
- (d) clause 6.3 (Things you must not do);
- (e) clause 6.6 (No Smoking);
- (f) clause 6.7 (Fire Safety Equipment);
- (g) clause 6.11 (Gender-based Violence);
- (h) clause 7.1(b) (Rules and Policy Documents); and
- (i) clause 14.2 (Sharing of Room).

Other provisions may also be essential terms of this agreement

## 14 Dealings

### 14.1 Licence Personal to You

This agreement and Your right to occupy the Room:

- (a) is personal to You and must not be assigned or novated; and
- (b) may not be sublicensed,  
by You.

#### 14.2 Sharing of Room

You must not part with possession or share, co-habit with or allow or enable any third party to occupy the Room at any time, except as may be permitted under and subject to the terms of the UTS Housing Rules.

**Note:** Your obligation under this clause is an Essential Term. We are entitled to terminate this agreement if you fail to comply with an Essential Term of this agreement.

#### 14.3 We May Assign

We may assign or novate Our interest in this agreement without Your consent. Upon assignment or novation of this agreement, We will cease to have further obligations to You under this agreement upon the assignee or novatee assuming Our future obligations.

### 15 Your Information

#### 15.1 Disclosure of Your Information

You acknowledge that as a condition of this agreement, and Your occupation and use of the Room, where relevant and necessary, We are permitted to share and disclose any personal or health information (including without limitation the information set out in the Information Table) relating to You to:

- (a) external agencies and/or health care professionals (including any health care professional(s) specified in the Information Table) if the disclosure is required to address serious concerns about Your health or safety; and/or
- (b) Your parents, next of kin or designated emergency contact if there is a serious health or safety concern or emergency involving You (including hospitalisation); and/or
- (c) representatives of UTS or UTS College if the student is a student of UTS or UTS College respectively, on a need-to-know basis, where there is a serious health or safety concern or emergency involving You (including hospitalisation) or where there has been an incident involving the student which raises or could raise a serious health or safety concern for staff, students or other individuals in the UTS or UTS College communities respectively; and/or
- (d) otherwise in accordance with the UTS Privacy Policy.

**Note:** The UTS Privacy Policy may be accessed at: <https://www.uts.edu.au/about/leadership-governance/policies/a-z/privacy-policy>.

#### 15.2 Access by UTS Student Support Services

You further acknowledge that as a condition of this agreement and Your occupation and use of the Room, UTS student support services may access or share any personal or health information relating to You, only in circumstances and for the sole purpose of addressing concerns about Your health or safety, or any application for financial assistance from Us made by You, and any such access or disclosure must remain confidential.

#### 15.3 Clause definitions

In this clause:

- (a) **personal information** has the same meaning as that term in the *Privacy and Personal Information Protection Act 1998* (NSW);
- (b) **health information** has the same meaning as that term in the *Health Records and Information Privacy Act 2002* (NSW);
- (c) **UTS** means the University of Technology Sydney and includes the University of Technology Sydney in its capacity as the provider of the UTS Housing Service; and

(d) **UTS College** means UTS College Ltd ACN 001 425 065.

## **16 General**

### **16.1 Notices**

- (a) A notice or other communication required or permitted to be given under this agreement must be in writing, and in the case of a notice or communication to You, sent to Your email address.
- (b) A notice or other communication sent by email is taken to have been given (unless otherwise proved):
  - (i) if sent before 4 pm on a Business Day; on the day it is sent;
  - (ii) if sent after 4pm on a Business Day; the next Business Day, or
  - (iii) if sent on a day that is not a Business Day; on the next Business Day following that day. Notwithstanding clause 16.1(a), if You an enrolled UTS student, the official form of communication with You will be via Your email address as set out in the Information Table .
- (c) We may change Our address for service of notices by giving You notice of that change in writing.

### **16.2 Variation**

Except as expressly provided for in this agreement, a variation to this agreement is not effective unless it is in writing and signed by Us (including by electronic means).

### **16.3 Governing Law**

The terms of this agreement are governed by the laws of New South Wales and the parties agree to submit to the jurisdiction of the courts of New South Wales.

## **17 Definitions and Interpretations**

### **17.1 Definitions**

In this agreement:

**Access Devices** means an access mechanism or control device, including a UTS Student Security Identification (student ID), swipe card, code, temporary access card, and/or other key issued to an occupier by Us, to enable access to, in or about the Student Residence.

**Apartment** means an apartment in the Student Residence.

**Apartment Common Area** means those parts of an Apartment which are for shared use or used by occupants of the Apartment in common including kitchen, living area, bathroom.

**Business Day** means a day on which trading banks are open for general banking business in Sydney excluding Saturdays, Sundays and public holidays in NSW.

**Common Property** means those parts of the Student Residence specified by Us from time to time for use by occupants of the Student Residence in common and with Us and their respective employees, invitee, licensees and any other persons authorised by Us and which are not otherwise leased or licensed to any person, and include Apartment Common Area.

**Condition Report** means the report describing the condition of the Room and the items contained in the Room as at the Start Date referred to in clause 4.1.

**Contract Details** means that part of this Agreement titled 'Contract Details'.

**Emergency** means a situation which, in Our reasonable opinion, requires action to be taken to protect the health, safety or welfare of people or prevent or mitigate damage to property or the environment.

**Essential Terms** means Your obligations that are specifically identified in clause 13.7.

**Gender-based Violence** means any form of physical or non-physical violence, harassment, abuse or threats, based on gender, that results in, or is likely to result in, harm, coercion, control, fear or deprivation of liberty or autonomy.

**GST** has the meaning given to it under the GST Act.

**GST Act** means *A New Tax System (Goods and Services) Act 1999* (Cth).

**Guest** means a person visiting the Student Residence who is not a resident or UTS staff member, UTS contractor or security entering the Student Residence in their official capacity.

**Information Table** means that part of this Agreement titled 'Information Table'.

**Input Tax Credit** has the meaning given to it under the GST Act.

**Replacement Licence** means the licence agreement entered into by a replacement resident in respect of the Room as contemplated by clause 13.5.

**Residential Fee Payment Option Form** means the residential fee payment option form provided by Us to You.

**Room** means the room identified in the Information Table and includes furniture and equipment contained in that room as identified in the Condition Report.

**Security Deposit** means the security deposit to be paid by You under this agreement in the amount specified in the Information Table.

**Student Residence** means the UTS student residence located at 702 - 730 Harris St, Ultimo, NSW 2007 and described as Yura Mudang.

**Terms and Conditions** means the operative provisions of / provisions under the heading 'Terms and Conditions' in this Agreement.

**UTS, Our, Us or We** means University of Technology Sydney (ABN 77 257 686 961) of 15 Broadway Ultimo NSW 2007.

**UTS Bank Account** means UTS bank account as specified in the Information Table.

**UTS Campus** means the land on which the Student Residence is located and surrounding land and buildings owned or controlled by Us, collectively known as the UTS City Campus.

**UTS Housing** means the unit of UTS which provides accommodation to UTS students in the UTS Student Residence and includes any manager or nominee of UTS Housing.

**UTS Housing Rules** means the UTS Housing Rules applying to You and Your Guests, as amended by Us from time to time, a copy of which may be accessed at <https://www.uts.edu.au/for-students/current-students/support/uts-housing-service/residential-life>, and the version current as at the date of this agreement is attached as Schedule 2.

**UTS Policies and Directives** means the UTS policies and directives located at: <http://www.gsu.uts.edu.au/policies/index-a-z.html>

**UTS Privacy Policy** mean the UTS privacy policy, as amended by Us from time to time, a copy of which may be accessed at <https://www.uts.edu.au/about/leadership-governance/policies/a-z/privacy-policy>.

**UTS Rules and Policies** means the UTS Policies and Directives and the UTS Student Rules.

**UTS Student Rules** means the UTS Student and Related Rules located at: <http://www.gsu.uts.edu.au/rules/student-index.html>

**Your or Your** means the person identified in the Information Table under the section titled 'Your details'.

**Your Bank Account** means the bank account which You have nominated for the purposes of this agreement.

## 17.2 Notes

Any 'Note' included in a text box within this Agreement does not form part of the Agreement but is intended to be explanatory or provide reference or a guide included in the Agreement to assist the parties to understand and administer the Agreement.

## Schedule 1 – Fees

### Item 1 – Licence Fee

#### Residential Fees / Licence Fee 2027

The residential fee / Licence Fee is the cost of occupying a room and enjoying the residential facilities provided by UTS. Paying a full rental payment in advance means \$200 discount per 6-month licence agreement.

#### Yura Mudang fees table

| APARTMENT TYPE                    | WEEKLY RATE |
|-----------------------------------|-------------|
| 2 Bedroom                         | \$438       |
| 6 Bedroom                         | \$406       |
| Standard (small) Studio Apartment | \$492       |
| Medium Studio Apartment           | \$509       |
| Large Studio Apartment            | \$524       |

Please note that the residential fees:

- Are in Australian Dollars.
- Are per person per week for the share apartments (studios are single occupancy).
- Do not cover meals, cleaning of individual bedrooms, bed linen, towels, pillows, blankets, duvets, crockery, pots and pans, toiletries and other personal items.

#### Inclusions

- All utilities (water, gas and electricity)
- Furniture package
- Cabled internet in all rooms and limited wireless internet service
- Computer lab with internet, printing, scanning, photocopying facilities
- Access to support network through the Residential Networker program and pastoral care from UTS Housing Service staff and UTS Counselling Service
- Events and activities throughout the year\*, including an induction program for residents designed to help you settle into residential life at UTS

\*Programs and events may vary

### Item 2 – Other Fees

In addition to the Licence Fee identified above, You must pay the following (as applicable):

#### A. Compulsory Fees

|                                        |                                                             |
|----------------------------------------|-------------------------------------------------------------|
| Application Fees (New)                 | \$50                                                        |
| Application Fees (Returners)           | \$50                                                        |
| Acceptance Fee - non refundable        | \$150                                                       |
| Deposit housing - refundable (one off) | The amount equivalent to 4 weeks Licence Fee or such lesser |

|  |                             |
|--|-----------------------------|
|  | amount as determined by UTS |
|--|-----------------------------|

**B. Additional Fees and Charges**

|                                                                                                                                    |                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Change of room (no extenuating circumstances)                                                                                      | \$150                                                                                                       |
| Late check out fee                                                                                                                 | Up to \$150                                                                                                 |
| Late parcel pick up fee                                                                                                            | \$2/day after the initial 72 hrs free parcel pick up                                                        |
| Lost keys-card                                                                                                                     | \$10                                                                                                        |
| Lockout                                                                                                                            | \$0                                                                                                         |
| Furniture removal (if approved by UTS Housing)                                                                                     | up to \$100                                                                                                 |
| Post check-out room furniture reconfiguration fee                                                                                  | \$100                                                                                                       |
| Negligence/deliberate setting of fire alarm                                                                                        | up to \$1,600                                                                                               |
| Additional cleaning of bedroom / apartment / common area                                                                           | up to \$80 - 1 hour minimum charge and thereafter \$35/hour for every extra hour                            |
| Cancellation: minimum 14 days BEFORE the start of the Licence Agreement (LA)                                                       | - General cancellation: \$250<br>- No offer from UTS*: \$0<br>(*proof required)                             |
| Cancellation: less than 14 days BEFORE the start of the Licence Agreement (LA)                                                     | - General cancellation: \$500<br>- No offer from UTS*: \$250<br>(*proof required)                           |
| Cancellation: AFTER the start of the Licence Agreement                                                                             | 2 weeks' notice + Rent due until a replacement** is found (**replacement pending approval from UTS Housing) |
| Storage fee incl. leaving items in apartment after moving out                                                                      | up to \$50/day                                                                                              |
| Disposal of items left behind after moving out                                                                                     | up to \$500                                                                                                 |
| Unauthorised overnight guest/s                                                                                                     | up to \$100/day                                                                                             |
| Incidents where fines may be issued - per UTS Housing Rules                                                                        | Amount pending on damage                                                                                    |
| Portable personal air conditioning (if approved by UTS Housing). Residents are responsible for installation costs and any damages. | \$0 per week                                                                                                |
| Unpatching/patching for external internet provider                                                                                 | \$100                                                                                                       |
| Laundry                                                                                                                            | \$3                                                                                                         |

Fines as per Article 12.4, section 5 UTS Housing Rules – (up to) \$350.00

All fees are in AUD

**Disclaimer:** Note that rates are subject to change. Always refer to the UTS Housing website for the most up to date information.

## Schedule 2 – UTS Housing Rules



# UTS Housing Rules

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## 1 General

- (a) These rules will be known collectively as the **UTS Housing Rules** and are made pursuant to Delegation 4.14 of the UTS Standing Delegations of Authority made by the UTS Council pursuant to section 17 of the *University of Technology Sydney Act 1989* (NSW).
- (b) The UTS Housing Rules apply to all occupiers of the Student Residence and their Guests.
- (c) The UTS Housing Rules are incorporated into and form part of the Licence Agreement between You and UTS. A breach of the UTS Housing Rules is a breach of this Licence Agreement.
- (d) The UTS Housing Rules must be read together with the Licence Agreement
- (e) You are responsible for familiarising yourself with the UTS Housing Rules.
- (f) A breach of the UTS Housing Rules is considered an act of misconduct and will be dealt with in accordance with the disciplinary procedures set out in Rule 15. In addition to any Action taken under Rule 15, You will at all times be subject to the UTS Student Rules and therefore subject to any penalties that may also be imposed for breach of the UTS Student Rules.
- (g) The UTS Housing Rules may be amended from time to time as provided for in the Licence Agreement.

## 2 Definitions

### 2.1 Definitions

In these UTS Housing Rules, the following terms have the meaning given to them below:

**Access Devices** means an access mechanism or control device, including a UTS Student Security Identification (student ID), swipe card, code, temporary access card, and/or other key issued to an occupier by Us, to enable access to, in or about the Student Residence.

**Apartment** means an apartment in the Student Residence.

**Apartment Common Area** means those parts of an Apartment which are for shared use or used by occupants of the Apartment in common including kitchen, living area, bathroom.

**Common Property** means those parts of the Student Residence specified by Us from time to time for use by occupants of the Student Residence in common and with Us and their respective employees, invitee, licensees and any other persons authorised by Us and which are not otherwise leased or licensed to any person, and include Apartment Common Area.

**Condition Report** means the report describing the condition of the Room and the items contained in the Room as at the Start Date referred to in clause 4.1 of the Licence Agreement.

**Gender-based Violence** means any form of physical or non-physical violence, harassment, abuse or threats, based on gender, that results in, or is likely to result in, harm, coercion, control, fear or deprivation of liberty or autonomy.

**Guest** means a person visiting the Student Residence who is not a resident or UTS staff member, UTS contractor or security entering the Student Residence in their official capacity.

**Licence Agreement** means the licence agreement between You and UTS for accommodation in the Student Residence.

**Licence Fee** means the fee payable by You under the Licence Agreement.

**Misconduct** has the same meaning as that term in the UTS Student Rules.

**Residential Life Staff** means UTS Housing staff administering the UTS Housing Rules together with other UTS Housing staff, and who provide pastoral care services to occupiers of the Student Residence.

**Residential Life Supervisor** means the UTS Housing staff member responsible for supervising the Residential Life Staff.

**Room** means the room identified in the Information Table and includes furniture and equipment contained in that room as identified in the Condition Report.

**Rule** means a UTS Housing Rule.

**Security** means the UTS Security Services.

**Sublicence** means to permit or allow a person, other than You to enjoy the rights granted to You under the Licence Agreement, whether temporarily or otherwise.

**Terms and Conditions** means the operative provisions of / provisions under the heading 'Terms and Conditions' in the Licence Agreement.

**UTS, Our, Us or We** means University of Technology Sydney (ABN 77 257 686 961) of 15 Broadway Ultimo NSW 2007.

**UTS Council** means the governing authority of UTS established under the *University of Technology Sydney Act 1989* (NSW).

**UTS Housing** means the unit of UTS which provides accommodation to UTS students in the UTS Student Residence and includes any manager or nominee of UTS Housing.

**UTS Housing Handbook** means the UTS Housing handbook applying to the Student Residence and provided to each occupier upon execution of a Licence Agreement and updated from time to time.

**UTS Student Rules** means the UTS Student and Related Rules located at:  
<http://www.gsu.uts.edu.au/rules/student-index.html>.

**Your or Yours** means the person identified in the Information Table of the Licence Agreement, under the section titled 'Your details'.

## 2.2 Licence Agreement Definitions

Terms that are defined in the Terms and Conditions are given the same meaning in these UTS Housing Rules unless expressly defined otherwise.

## 3 General Conduct of Occupiers

### 3.1 Your conduct

You must not engage, or permit a Guest to engage in any conduct or activity, in or about any Student Residence, that:

- (a) may pose a threat to the health or safety of any person,
- (b) is anti-social and/or interferes with the rights or wellbeing of others (eg; physical violence, verbal abuse, any form of harassment or vilification, obscene or harassing telephone calls, emails, social media, blogs, posters, banners, images etc.);
- (c) causes loss of, or damage to property; or
- (d) breaches any provision of Your Licence Agreement, or any Rule, policy or regulation of UTS or any applicable law or regulation.

### 3.2 Noise and disturbance

- (a) You must not make, or permit Your Guests to make, any disturbing noise or other nuisance whilst in or about the Student Residence (including in or about the immediate adjacent public areas) that is likely to interfere with the peaceful enjoyment of others, including neighbours of the Student Residence.
- (b) You and Your Guests must observe the specific quiet hours, curfews, or temporary restrictions established by Us.

### 3.3 Privacy

You must not for any reason make or permit Your Guests to make, or attempt, or permit Your Guests to attempt to make or use audio and/or visual recording (e.g. videoing, photographing) of other Occupiers or Guests or Our staff or Security without having first obtained their specific permission.

## **4 Security and Safety**

### **4.1 Identification**

For security and safety reasons, whilst on the Student Residence, You must always carry Your UTS student ID cards and UTS Housing room access card, and Guests must carry a valid ID, such as a driver's licence or passport and a UTS Housing guest ticket. Upon request by Us such ID must be produced.

### **4.2 Following reasonable directions**

You must follow Our reasonable directions.

### **4.3 Notify absence from Student Residence**

If You are going to be absent from the Student Residence for any reason for more than 72 hours, You must notify and leave an emergency contact number with Us and at least one other Occupier, in case We and/or Your family need to contact You urgently during this time.

### **4.4 Access devices and locks**

- (a) All Access Devices to the Student Residence or any part of the Student Residence remains Our property and must be returned (excluding the UTS student ID), in person, by You to the UTS Housing office or Security (for after hours) on expiry or termination of the Licence Agreement.
- (b) If You fail to hand in the Access Device in accordance with Rule 4.4, We may impose a fine on You.
- (c) You must not:
  - (i) use or take possession of an Access Device that is not Your own Access Device;
  - (ii) allow any other person, including any other Occupier, to use Your Access Device;
  - (iii) duplicate, tamper with, or alter an Access Device in any way;
  - (iv) attempt to use their Access Device to access an Apartment or Room door of other Occupiers;
  - (v) remove, tamper with, change, install, replace, tape or jam any locks, window restrictors or door closers; or
  - (vi) obstruct, keep unlocked or prop open any doors (including external doors).
- (d) You must Immediately report lost or stolen Access Devices to Us and the other Occupiers of Your Apartment, or, if after hours, to Security so that safety measures can be put in place.
- (e) You must cooperate with any audit of locks and Access Devices carried out by Us.

### **4.5 Entry to Apartments, Studios and Rooms**

- (a) You must not enter any other Apartment or Room without the consent of the relevant occupiers.
- (b) Subject to Rule 9.3, You must not permit use of, or sublicense Your Apartment or Room to any other person without Our prior written approval.
- (c) You must only enter the Student Residence, Apartment or Room via the main entry doors.
- (d) To ensure the safety of all within the Student Residence, You and each occupier are expected to ensure that no person follows You or them into the Student Residence without authority to do so. You must immediately report any instance of unauthorised access or attempted unauthorised access or any suspicious activity to Us.
- (e) You must not attempt to enter or access any closed or restricted access Common Property or facilities within the Student Residence.

## **5 Fire Equipment and Safety**

- (a) You must familiarise yourself with the evacuation procedures which are posted on the official noticeboards within each Student Residence and/or on the back of each Apartment/ Studio door.

- (b) In the event of a fire alarm, You and Your Guests must follow the UTS Housing evacuation procedures.
- (c) You are strictly prohibited from:
  - (i) activating, without reasonable cause the fire alarm systems;
  - (ii) damaging, covering or tampering with fire safety equipment; or
  - (iii) discharging fire safety equipment, except for discharging in the case of fire or the reasonable threat of a fire being present.
- (d) You must ensure Guests do not tamper with or misuse fire safety equipment including covering, removing or deliberate deactivation of smoke detectors and alarms.
- (e) You must pay the costs associated with the:
  - (i) deliberate, negligent or careless activation of fire safety equipment by You or Your Guests;
  - (ii) replacement, reinstatement or repair of fire safety equipment resulting from the misuse of fire safety equipment by You or Your Guests; and
  - (iii) call out of Security or NSW Fire and Rescue and/ or fire safety contractors as a result of the above.
- (f) For safety and security reasons, You must not prop open at any time, external, vestibule or fire escape doors.
- (g) Where it is indicated that a fire escape door is for use in case of an emergency only, You must not use that fire escape door for any purpose other than for escape from fire or threat of fire. An exception to this Rule is use of the fire escape doors: between levels 8 to 21 in Yura Mudang.

## **6 Health and Safety**

### **6.1 Prohibited items and products**

For health and safety reasons, You must not for any reason have or permit a Guest to have the following items or products in the Student Residence:

- (a) toxic or flammable materials and chemicals, including solvent-based cleaning products, petrol, kerosene and the like;
- (b) open-flame devices, including candles, fireworks, incense burners and smoking devices including shisha pipes and vapes;
- (c) torchière-style halogen lamps and ultraviolet tanning lamps;
- (d) refrigerators, air-conditioners or heaters and other electrical appliances other than those installed or approved in writing by Us;
- (e) electric blankets;
- (f) lithium-ion batteries;
- (g) projectile devices, weapons, including replica weapons;
- (h) barbeques or cooking devices except as approved in writing by Us; or
- (i) any other items that may pose a health and/or safety risk to occupiers, Guests, Our staff or any other person in or about the Student Residence.

### **6.2 Appliances in Student Residence**

- (a) Occupiers must only bring and use small appliances (such as hair grooming appliances, air fryers, fans) into the Student Residence that are safe and energy efficient and approved by Us. If required by Us, You must have Your appliance Portable Appliance Tested/ Electrical Tag and Tested at Your cost.
- (b) In the event of a fire or other damage caused by Your use of any appliance, item or substance, You must pay the cost of attendance by NSW Fire and Rescue as well as the costs of any damage whatsoever and any other financial loss incurred by Us as a result of the incident.

- (c) Electrical vehicles such as e-scooters, hover-boards and electrical bikes, and associated batteries cannot be stored or charged in rooms. They must be stored in the bike store and charged in battery charging locations designated by Us, and must not be left charging unsupervised.

### 6.3 **No smoking**

You and Your Guests must not smoke or vape any substance (including medication prescribed to you) in any internal or outdoor areas of the Student Residence (including all common areas, balconies, internal and external thoroughfares and stairwells). If You or any of Your Guests breaches this Rule 6.3, You may incur a fine or cleaning costs in addition to any other penalty under Rule 15.2.

### 6.4 **Drugs**

You and Your Guests must not possess, distribute, sell or supply, manufacture or use any illegal drugs or substance or prescription medication (other than for its intended purpose), or any equipment used for such illegal drugs, substances or medications. If you are found to be in possession of any illegal drug, substance or prescription medication (other than medication prescribed to you) We may, amongst other things, immediately confiscate them and may report the incident to the police.

### 6.5 **Communicable diseases**

You must immediately notify Us of any communicable disease which You are or any Guest is infected with, including but not limited to tuberculosis (TB), hepatitis A, B & C, meningococcal, tuberculosis measles, chicken pox, bird flu or swine flu.

## 7 **Health and Hygiene**

### 7.1 **Clean, hygienic and tidy**

You must ensure that You keep Your Room and Apartment clean, tidy and habitable at all times and that You adopt personal hygiene habits that are generally considered fair and reasonable in a shared living context.

### 7.2 **Things You must do**

You must:

- (a) store food in appropriate containers or wrappings to minimise odours and pest infestations;
- (b) sort and recycle material appropriately and dispose of garbage promptly without letting it accumulate in the Room or Apartment; and
- (c) when required, remove personal items in the shower recess, lounge, kitchen bench tops and sink to allow for cleaning by Our cleaners.

### 7.3 **Things You must not do**

You must not:

- (a) put anything down any sink, toilet or drain likely to cause damage or obstruction; e.g. paper towel, sanitary napkins, condoms, wet wipes etc.;
- (b) bring additional furniture or furnishings in to the Student Residence without Our prior approval and We may remove all unauthorised furniture and furnishings from the Student Residence at Your expense; or
- (c) hang clothing, sheets, towels, rugs, laundry or other items on or from balconies or windows.

### 7.4 **Pests and infestations**

- (a) You must immediately notify Us via the on-line maintenance portal of any pest infestations (eg. ants, cockroaches, fleas, bedbugs, lice,) and follow Us up in relation to any infestation of bed bugs for urgent attention.
- (b) You must pay the cost of special cleaning and pest control for any pest infestation resulting from Your use of the Student Residence (eg. poor hygiene, leaving spoiled food items in cupboards, fridge, poor sanitation or garbage disposal in an Apartment or Room).

## 7.5 **Damage**

You must not damage, or intentionally or negligently cause or permit any damage to the furniture, furnishings, walls, tiles, surfaces, appliances or items provided by Us, or any part of the Student Residence.

## 7.6 **Notice of hazards**

You must immediately notify Us of any loss, damage, hazard or defect that are or are likely to be a health or safety risk (eg. gas leaks, exposed wires, blocked or overflowing toilets, broken windows or water pipes, fire).

## 7.7 **Notice of damage**

You must notify Us of all maintenance issues and requests in a timely manner to ensure that no further damage occurs to the Student Residence, Your property or to You.

# 8 **Use of facilities**

## 8.1 **Your use**

You must not:

- (a) attempt to scale, climb or access restricted/fenced-off areas;
- (b) obstruct the authorised use of areas by any person;
- (c) misuse, cause any damage to, or deface any structure;
- (d) use language or behave in a manner likely to cause offence to other occupiers or their Guests; or.
- (e) remove any furniture, fixture, fittings or other items belonging to Us.

## 8.2 **Common Property – general**

- (a) After using Common Property, You must reinstate all furniture to its original position and remove and dispose of any rubbish.
- (b) You must not store personal belongings in or on any part of the Common Property.
- (c) You must ensure that Your Guests do not behave in a manner likely to interfere with the peaceful enjoyment of other occupiers or Guests using the Common Property.

## 8.3 **Lifts**

- (a) For safety reasons, You and Guests must comply with lift loading capacity specifications as stated inside the lift, and, if requested to do so, follow Our directions regarding use of the lifts.
- (b) You and Guests must not deface or cause damage to the lifts.

## 8.4 **Use of Study and Computer Labs**

- (a) The study and computer labs are quiet areas for the purposes of study. Only occupiers of the Student Residence and Our staff are permitted to use the study labs.
- (b) You must not:
  - (i) permit Your Guests to use the study labs;
  - (ii) consume or take food or drinks into the study lab (bottled water excepted);
  - (iii) download movies or use any site requiring a large bandwidth;
  - (iv) download, view or store obscene or offensive material;
  - (v) attempt repairs or modifications on equipment or software;
  - (vi) use mobile phones or other devices that disturb or annoy other occupiers;
  - (vii) connect unauthorised equipment to any of Our computer or network; or
  - (viii) use more than one computer at a time.

## 8.5 **Use of Theatre and Music Room (Yura Mudang)**

You must not:

- (a) consume food or drinks in either area unless it is an event authorised by Us; or
- (b) remove or tamper with any equipment or instruments,

within the theatrette and music room of the Student Residence.

#### **8.6 Sport and Recreational Equipment**

- (a) You must not store bicycles in areas other than those areas designated for bicycles and must not ride or store bicycles within any Room or Apartment, Common Property, or affix a bicycle to any Student Residence building fixture / supports.
- (b) You must not use sport and recreational equipment, including but not limited to skateboards, rollerblades, frisbees, balls, hockey sticks and the like, (other than equipment supplied by Us for use in the Student Residence common rooms) within any area of the Student Residence including Rooms or Apartments, Common Property, lifts or hallways and public access points (driveways, thoroughfares).

#### **8.7 Parking spaces**

There are no parking spaces available for You or Guests.

#### **8.8 Use of Student Residence for business purposes**

You must not use any part of a Student Residence, or a Student Residence address or telephone number for business purposes, including, for tutoring UTS or non-UTS students, without Our prior written approval.

#### **8.9 Solicitation, sales and promotion**

You or Your Guest must not solicit, sell or promote any good or service within Student Residence, without Our prior written approval.

#### **8.10 Proselytising**

Your and Your Guests must not proselytise or engage in intrusive religious recruitment activities in the Student Residence.

#### **8.11 Signs and Banners**

You and Your Guests must not post signs, posters, notices or any other type of publication on Student Residence noticeboards or hang banners, flags and signs from, or posted on, internal or external walls, balconies or other surfaces without Our approval.

#### **8.12 Damage to lawns, plants**

You and Your Guests must not sit on, climb or jump over any safety barriers, garden beds, fencing or walls or damage any lawn, garden, tree, shrub plant or flower within the Student Residence

### **9 Guests**

#### **9.1 Overnight Guests**

Subject to Rule 9.3, You must obtain Our approval for all overnight Guests. You may be subject to the payment of a fine for any unauthorised overnight Guests.

**Note:** Please refer to the procedures set out in the UTS Housing Handbook.

#### **9.2 Limit on Overnight Guests**

You must not have:

- (a) more than 1 overnight Guest per visit;
- (b) overnight Guests for more than 25 nights in any six (6) month period starting from the commencement of the Licence Agreement (includes an unplanned overnight Guest);
- (c) more than 3 overnight Guests per calendar week;
- (d) a Guest stay for more than 3 consecutive nights, including by being the Guest of another occupier consecutively within the Student Residence;

- (e) more than 3 non-overnight Guests visiting the Student Residence daily;
- (f) a non- overnight Guest admitted to a Student Residence after midnight;
- (g) subject to clause 9.3, a non-overnight Guest in a Student Resident between 1am and 7am the next day; or
- (h) Guests who have been prohibited from entering any Student Residence.

### 9.3 **Arrival after midnight**

If You arrive with a Guest after midnight, that Guest will be considered an overnight Guest.

### 9.4 **Room**

You must ensure that an overnight Guest resides in Your Room and does not sleep in the Common Property or in any other part of Your Apartment (other than Your Room) or the Student Residence.

### 9.5 **Bedding**

You must remove extra bedding used to accommodate a Guest from the Room and Apartment after use.

### 9.6 **Your responsibility**

You are responsible for Your Guests, and You must ensure that Your Guests:

- (a) comply with the UTS Housing Rules while in or about the Student Residence and do not cause any disturbance, damage or loss to Us or other occupiers of the Student Residence; and
- (b) do not spend extended periods of time without You in the Common Property.

### 9.7 **Excluding Guests**

We may:

- (a) restrict or prohibit any Guest from entering or occupying any part of the Student Residence; or
- (b) restrict or prohibit You from having Guests at the Student Residence for a specified period of time,

if We consider it reasonable to do so.

## 10 **Social Gatherings**

### 10.1 **Gatherings for residents**

When hosting a social gathering in the Common Property You must ensure that a minimum of 80% of the persons attending are occupiers of the Student Residence.

### 10.2 **Maximum numbers**

- (a) The maximum number of occupiers and Guests in an Apartment or Room must not exceed 15 persons at any time.
- (b) A social gathering must not be attended by more than 30 people in total, unless otherwise permitted or determined by Us.
- (c) A social gathering attended by more than 15 occupiers and Guests must be held in the Common Property (and not within an Apartment or Room).
- (d) You must obtain Our prior written approval at least 3 working days prior to the event, for social gatherings of 15 or more persons.
- (e) We may impose restrictions on the total number of social gatherings permitted on the same day and/or at the same time.

**Note:** Please refer to the UTS Housing Handbook which identifies the caps on numbers as at the date of the Licence Agreement.

### 10.3 **Common areas**

You are not permitted exclusive use of Common Property or facilities for private social gatherings.

#### 10.4 **Social media**

You must not promote, or make public, unauthorised social gatherings on social media.

#### 10.5 **Cleaning**

If You host a social gathering, You must clean up, remove and dispose of any rubbish at the end of the social gathering and reinstate all furniture to its original position.

#### 10.6 **Noise and behaviour**

You must comply with Our directions regarding noise levels and the behaviour of occupiers and Guests at social gatherings.

#### 10.7 **Exam Periods**

Social gatherings must not be held during UTS examination periods.

### **11 Alcohol**

#### 11.1 **Alcohol use**

You and Your Guests must not:

- (a) take or consume alcohol in the Common Property from:
  - (i) 10pm on Monday, Tuesday, Wednesday, Thursday and Sunday evenings until 7am the next day; and
  - (ii) 11pm on Friday and Saturday evenings until 7am the next day,unless authorised by Us;
- (b) engage in binge or excessive alcohol consumption within the Student Residence;
- (c) engage in drinking games or competitions which encourage excessive alcohol consumption;
- (d) walk between Apartments or Rooms with open alcoholic drinks;
- (e) serve or possess large quantities of alcohol;
- (f) consume alcohol if less than 18 years of age; or
- (g) provide alcohol to anyone who is less than 18 years of age.

#### 11.2 **Alcohol free zones and periods**

You must comply with alcohol free zones or alcohol-free periods introduced by Us from time to time;

#### 11.3 **Non-alcoholic drinks**

You must ensure that non-alcoholic drinks are made available at all social gatherings, parties, events and functions.

### **12 No animals or pets**

- (a) You must not bring any animals or pets of any kind on to any part of the Student Residence (other than registered assistance animal) unless otherwise approved in writing by Us through the Manager, UTS Housing.
- (b) You must notify Us if You or a Guest needs to bring a registered assistance animal on to the Student Residence.

### **13 Gender-based Violence**

#### 13.1 **Our commitment**

We are committed to preventing Gender-based Violence and ensuring that all occupiers of the Student Residence, students and staff feel safe and are supported.

#### 13.2 **No Gender-based Violence**

You must not inflict or subject any person to Gender-based Violence.

### 13.3 Reporting

- (a) We strongly encourage You to report instances of Gender-based Violence.
- (b) If You experience any form of Gender-based Violence or wish to provide any information about a person's experience with Gender-based Violence, You may contact Us to provide such information or lodge a formal report requiring us to consider taking further steps beyond the offer and provision of support services (including for example an investigation).
- (c) Information and reports may be provided anonymously.
- (d) Information and reports regarding Gender-based Violence may be made in the following ways:
  - (i) contact the UTS sexual harm support line on 1800 531 626 (managed by UTS safety caseworkers during business hours (9am to 5pm Monday to Friday) and by UTS Security outside of these hours);
  - (ii) lodge a secure [online report](#) to UTS (this may be done anonymously);
  - (iii) by appointment with a UTS safety caseworker either in person, over the phone or via email (call (02) 9514 1177 or email [safety.caseworker@uts.edu.au](mailto:safety.caseworker@uts.edu.au)); or
  - (iv) phone (free call 1800 249 559) or make an in-person report to Security and Emergency Management ([Emergency contacts](#)).

### 13.4 Process for addressing reports

Our procedures for addressing reports of Gender-based Violence are set out in the UTS Sexual Harm Prevention and Response Policy (as amended or replaced from time to time).

## 14 Approvals

- (a) An “**approval**” under these Rules includes a consent or authorisation.
- (b) If Our approval is required under a Rule, the request for approval must be in writing and addressed to UTS Housing via email at [housing.service@uts.edu.au](mailto:housing.service@uts.edu.au).

## 15 Breach of the Rules

### 15.1 General

- (a) Rule 15 sets out the actions that We may take (**Action**) in response to a breach of the UTS Housing Rules (**Breach**).
- (b) The list of Actions that We may take and examples of Breaches is not intended to be prescriptive. The Manager, UTS Housing or their nominee must decide the appropriate the Action or Actions to be taken in individual cases according to the circumstances of each case.
- (c) A Breach of the UTS Housing Rules may also constitute Misconduct under the UTS Student Rules and We may refer it to the Director, Governance Support Unit to be dealt with under the UTS Student Rules.
- (d) If You are suspected of having committed a Breach then, independent of any Action, the Manager, UTS Housing or their nominee may direct You to attend UTS Student Services (health and counselling services). A report from the UTS Health and Counselling Service may be used by You as evidence of mitigating circumstances regarding the suspected Breach.

### 15.2 Action

In addition to any other rights or remedies that We may have under the Licence Agreement (including in particular, the Terms and Conditions), one or more of the following Actions may be undertaken by Us in respect of a Breach.

|    | Action                                             | Examples of Breaches                                                                                |
|----|----------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1. | Immediate termination of the Licence Agreement and | <ul style="list-style-type: none"><li>• Participating in, or permitting illegal activity.</li></ul> |

|    | Action                                                                                                                                                                       | Examples of Breaches                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | permanent exclusion from UTS Housing.                                                                                                                                        | <ul style="list-style-type: none"> <li>threatening or endangering the life of another person.</li> <li>Misusing with or tampering with fire safety equipment.</li> <li>Serious acts of vandalism to UTS property.</li> <li>Acts of violence.</li> <li>Bringing UTS, including UTS Housing, into disrepute.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2. | Immediate termination of Licence Agreement and exclusion from UTS Housing for a specified period of time. This may include prohibition on entering any UTS Housing property. | <ul style="list-style-type: none"> <li>Giving Your Access Device to another person and/or allowing another person to occupy Your Apartment or Room without authorisation from UTS Housing.</li> <li>Serious inappropriate behaviour, such as serious harassment, vilification or threats of violence.</li> <li>Acts of vandalism to UTS property.</li> <li>Throwing of objects or any substance from the UTS properties</li> <li>Accessing restricted or prohibited areas of UTS Housing.</li> <li>Repeated noise, disturbance and/or annoyance of other occupiers or neighbours of the Student Residence.</li> <li>Repeated incidents involving an occupier where there has been previous warning/s or penalties imposed.</li> <li>Following the issue of a final written warning. For serious Breaches, a final written warning may be issued to an occupier at any time without that occupier having received any previous warnings.</li> <li>Failure to pay the Licence Fee in accordance with the Licence Agreement.</li> <li>Exclusion or suspension from UTS.</li> <li>Ceasing to be enrolled at UTS in 12 credit points or more for each session.</li> </ul> |
| 3. | Relocation to another room in the same or in other UTS Housing or external accommodation.                                                                                    | <ul style="list-style-type: none"> <li>Inappropriate behaviour such as harassment, discrimination, threats of violence.</li> <li>Irreconcilable flatmate dispute including in circumstances where the dispute does not constitute a Breach under these UTS Housing Rules.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|    | Action                                                                                                                                                                                                                                                                                                                                                                          | Examples of Breaches                                                                                                                                                                                                                                                                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                                                                                                                                                                                                                                                                                                                 | <ul style="list-style-type: none"> <li>Three or more written warnings.</li> </ul>                                                                                                                                                                                                                                                                                  |
| 4. | Costs – to compensate UTS Housing or any other person for any loss caused by the Breach.                                                                                                                                                                                                                                                                                        | <ul style="list-style-type: none"> <li>Deliberate or false activation of a fire alarm or damage to fire safety equipment including replacement, reinstatement or repair.</li> <li>Replacement cost for damage to property.</li> </ul> <p>Restitution for reasonable costs incurred in lengthy inquiries and consultation or support for the aggrieved parties.</p> |
| 5. | <p>Fines:</p> <ul style="list-style-type: none"> <li>for permitting or allowing another person to occupy Your Apartment or Room without authorisation from UTS Housing, up to \$100 per day for each day that You permit or allow this to occur (see definition of “Sublicense” on page 3 of these Housing Rules); or</li> <li>otherwise, up to \$350.00 per Breach.</li> </ul> | <ul style="list-style-type: none"> <li>Breach of any Rule</li> </ul>                                                                                                                                                                                                                                                                                               |
| 6. | Suspension of privileges such as hosting a Guest or social gatherings.                                                                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>Breach of the Guest rule.</li> <li>Breach of noise and social gatherings rules.</li> <li>Binge drinking.</li> </ul>                                                                                                                                                                                                         |
| 7. | Declining re-application or not extending the term of Your Licence Agreement.                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>One or more written warnings.</li> <li>History of Licence Fees going into arrears on more than 2 occasions, or beyond 4 weeks in arrears on any one occasion.</li> <li>Bringing UTS, including UTS Housing, into disrepute.</li> </ul>                                                                                      |
| 8. | Cancellation of future Licence Agreement reservations.                                                                                                                                                                                                                                                                                                                          | <ul style="list-style-type: none"> <li>Breach that attracts either penalty 1 or penalty 2 above.</li> <li>Bringing UTS, including UTS Housing, into disrepute.</li> </ul>                                                                                                                                                                                          |
| 9. | Written warning.                                                                                                                                                                                                                                                                                                                                                                | <ul style="list-style-type: none"> <li>Noise, disturbance and annoyance.</li> <li>Disruptive or unacceptable behaviour that has caused annoyance or disturbance to other occupiers.</li> <li>Having unregistered guests present in Your Room.</li> </ul>                                                                                                           |

|     | Action                                   | Examples of Breaches                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                          | <ul style="list-style-type: none"> <li>• Bringing animals, other than registered assistance dogs, into UTS Housing.</li> <li>• Breach of the smoking prohibition.</li> <li>• Breach of Guest Rule.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> <li>• For serious or repeated Breaches, a final written warning</li> <li>• may be issued to You at any time without You having received any previous warnings.</li> </ul> |
| 10. | Temporary cancellation of Access Device. | <ul style="list-style-type: none"> <li>• Failure to respond to a direction to meet with UTS Housing staff.</li> </ul>                                                                                                                                                                                                                                                                                                                             |

## 16 Allegations and reports of Breaches

### 16.1 Reporting

If You, an occupier or UTS staff member becomes aware of a Breach or alleged Breach, the matter must be reported to Us.

### 16.2 Review and Action

We will review an alleged Breach and consider all the information provided in order to determine if Action is required and (if so) what Action We will take, having regard, amongst other things, to the nature and seriousness of the alleged Breach. As part of our review, we may undertake a formal investigation.

### 16.3 Next steps

If We determine that You have breached these Rules, We may contact You to:

- remind You of Your obligations under the UTS Housing Rules; and/or
- direct You to attend a meeting with Us; and/or
- direct You to provide information and/or a written response to our determination; and/or
- inform You in writing of any Action that We will take.

## 17 Appeals against decisions

### 17.1 Intention to Appeal

If You intend to lodge an appeal against Our decision to take Action (**Appeal**), You must give us notice by email from Your student email account of Your intent within 72 hours after We notify You in writing (which may be by email) of Our decision.

### 17.2 Appeals

- To Appeal against a decision by Us to take Action 1 or Action 2 as identified in the table at Rule 15.2 (**Category 1 Decisions**): you must email the Director, Student Wellbeing and Support Unit from Your student email account within 14 days after We notify you in writing of Our decision.
- To Appeal against a decision by Us to take Action other than a Category 1 Decision (**Category 2 Decision**), you must email the Manager, UTS Housing or their nominee from Your student email account within 7 days after We notify you in writing of Our decision.
- The Appeal must set out Your grounds for appeal.

### 17.3 Appeal of Category 2 Decision

- (a) In respect of an Appeal made under Rule 17.2(b) against a Category 2 Decision, the Manager, UTS Housing or their nominee, in consultation with the Residential Life Supervisor/Residential life staff, will consider Your Appeal and will:
  - (i) uphold or dismiss part or all of the Appeal; or
  - (ii) affirm, vary or nullify an Action in accordance with the decision reached under Rule 16.2; and
  - (iii) advise You in writing of their decision with reasons as soon as practicable after making their decision.
- (b) A decision by the Manager, UTS Housing under Rule 17.3(a) is final.

#### 17.4 **Appeal of Category 1 Decision**

- (a) In respect of an Appeal made under Rule 17.2(b) against a Category 1 Decision:
  - (i) on receipt of the Appeal, the Director, Student Wellbeing and Support Unit may decide at that point to uphold the Appeal or to convene a committee (**Appeals Committee**) as soon as practical to make a decision on the Appeal;
  - (ii) any Appeals Committee will consist of the Director, Student Wellbeing and Support Unit, a UTS staff member, and one other person from the UTS community, appointed by the Director, Student Wellbeing and Support Unit, none of whom have personally made the allegation of Breach, or had input into the decision on the Action;
  - (iii) the Appeals Committee may seek any further information and/or details from You or the Manager, UTS Housing or nominee as it sees fit;
  - (iv) the Appeals Committee may convene further meetings with You, the Manager, UTS Housing or other involved parties, if required; and
  - (v) the outcome of the Appeals Committee will be based on the majority decision. The Director, Student Wellbeing and Support Unit will notify You in writing of the outcome of the Appeal as soon as practicable.
- (b) A decision by the Director, Student Wellbeing and Support Unit or any Appeals Committee under Rule 17.3(a) is final.

