



CQU Student Residences

Residential Agreement

This Residential Agreement is between:

Central Queensland University ABN 39 181 103 288 of 554-700 Yaamba Road, North Rockhampton, Queensland (**CQU**).

and:

the named Resident on the offer email/booking (Resident).

If you do not accept these terms and conditions, you must not make an application or booking with us. By submitting an application or proceeding with your booking, you expressly agree to be bound by these terms and conditions.

Parents/Guardians of Residents under 18 years of age agree that they are satisfied with the welfare, support services, and arrangements made by CQUniversity Student Residences as set out in the current Accommodation Handbook.

Building Owner	Central Queensland University
College Premises	Capricornia College, Rockhampton & Canefield College, Mackay
Management	Director of Commercial Services, Manager of Student Residences
Supporting Documents	The Accommodation Handbook forms part of this Residential Agreement CQU's Resident Code of Conduct (refer to clause 3.5(b))
Room Type	As per offer email/booking and any subsequent changes as requested/notified in writing.
Agreement Dates	As per the offer email/booking once accepted in housing portal. All change requests must be emailed to studentresidences@cqu.edu.au To bring forward a checkout date, a Long Term Residency Agreement requires a minimum three weeks' notice or for a Flexi Term Residency Agreement, one weeks' written notice is required.
Weekly Residential Fee	As per published CQU Accommodation Fee Schedule for booking length of stay.

THE PARTIES AGREE AS FOLLOWS:

1 Residential Agreement

- 1.1 This is not a Residential Tenancy Agreement or a Rooming Accommodation Agreement for the purpose of *The Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.
- 1.2 CQU owns the Building which houses the accommodation.
- 1.3 The Resident wishes to occupy a Room in the Building.
- 1.4 The Resident agrees to comply with all reasonable and lawful directions of CQU and Management and Residential Coordinators of Student Residences as set out in this Agreement.

2 CQU's and Student Residences Management's Obligations

- 2.1 CQU shall allow, subject to the performance of the Resident's obligations as set out in clause 3, the Resident to:
 - (a) occupy the Room allocated;
 - (b) have the use of the fixtures, fittings and furnishings in the Room; and
 - (c) have access to the services provided under the terms of this Agreement (The Services).

3 The Resident's Obligations

- 3.1 General
 - (a) In accordance with the published Fee Schedule, the Resident must pay,
 - (i) All residential fees payable from the booking check-in date (provided notice periods are adhered to) for the billing period and for every statement issued, pay on the scheduled due date thereafter;
 - (ii) All sundry charges separately charged to the Resident and payable in full on the date coinciding with the next Residential Fee instalment date after the date on which they are accrued.
 - (iii) Non or late payment of fees and charges will incur a late fee of \$20 per week (or part thereof) that the debt is outstanding after the due date.
 - (b) The Resident hereby agrees that any rights which the Resident may be granted pursuant to this Agreement are always subject to the exclusive right of CQU to have possession and control over the Room. The Resident hereby agrees that, subject to the Resident's rights in clause 6, CQU may exercise unrestricted control over, access to and use of the Room at all times during the term of this Agreement including changes to the Resident's allocated room for the operational requirements of the business.

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- (c) The Resident agrees that the Resident is not allowed to arrange substitute occupants. Residents are not allowed to pass on their Residential Agreement to a friend or another person. Visitors are not permitted to stay in the Room and must obey the designated visiting times.
- (d) In addition to the Resident's obligations as set out in this Agreement, the Resident agrees as follows:
 - (i) To use the Room for sole occupation as the Resident's private residence and not do anything or allow anything to happen in the Room or in the Building to the annoyance or nuisance of Management or any other resident or person occupying a Room or part of the Building and must not do anything or allow anything to happen which may invalidate or lead to the increase in premium of any insurance policy in relation to the Room or the Building;
 - (ii) Not, without the prior consent of Management, to make any alterations or additions to the Room or improvements in the Room, to remove any fixture, fitting, or piece of equipment or any nature;
 - (iii) Not to assign, sub-let, transfer or in any way deal with the rights created under the terms of this Agreement and at all times retain control and sole occupation of the Room and the improvements contained in the Room;
 - (iv) To use the Building's services including the mechanical services of the Room or Building only for the purposes for which they are constructed. The Resident must not do, permit or suffer to be done any act which might affect or damage these services and any damage caused shall be made good by the Resident or at the Resident's cost;
 - (v) Must not obstruct any of the public areas of the Building;
 - (vi) Must not use any equipment which will or is reasonably likely to overload the cables, switchboards or sub-boards through which electricity is conveyed to the Room or contained in the Building;
 - (vii) Must comply in every respect with all lawful notices and directions given to the Resident by Management or its authorised representative;
 - (viii) Give immediate notice to CQU Student Residences staff or After Hours team member of any infectious illness occurring in the Room, and shall, if required by Management, thoroughly fumigate and disinfect the Room to the satisfaction of Management and any health authorities having jurisdiction of this area;
 - (ix) To comply with the rules and regulations made by Management in accordance with the Accommodation Handbook;
 - (x) To complete by the given due date all compulsory training including online and face-to-face training;
 - (xi) To allow CQU Student Residences to conduct a room inspection at the dates advised; and
 - (xii) Report immediately any maintenance issue to CQU Student Residences.

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- (e) To assist CQU Student Residences with future room allocations, the Resident acknowledges that they must apply for future terms through the housing portal, during the period applications are being accepted. Further, the Resident accepts there is no guarantee that future housing applications will result in a housing offer or that any future offer is the same as a previous one.
- (f) The resident acknowledges CQU reserves the right to assess housing applications on multiple criteria including but not limited to the application date and enrolment status. For returning residents, academic progress, study load, tenancy history including conduct, room inspection history and payment status will also be considered. CQU Student Residences reserves the right to make housing offers as it sees fit and to decline any application at Management's discretion.

3.2 Cleanliness and Damage to the Premises

- (a) The Resident will keep the Room in good order and condition as of the booking start date and through until the booking end date. The Resident has access to cleaning equipment for keeping the Room clean and tidy. If the Room includes a private ensuite, the Resident is responsible for regularly cleaning the entire bathroom's surfaces.
- (b) The Resident must not permit any accumulation in the Room of waste materials, food scraps or anything else that might attract vermin or cause a health or fire hazard.
- (c) The Resident is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Room or the Residence, assistance animals excepted. The Resident will be responsible for the costs of extermination of any infestations attributable to the Resident.
- (d) The Resident must take reasonable care to avoid damaging the Room and any common areas. Cleaners may be engaged to clean common areas, but residents must ensure common areas are clean and clear of personal belongings and rubbish.
- (e) The Resident must give notice to CQU Student Residences of any damage to the Room as soon as practicable but no longer than one week after the damage occurred/was noticed.
- (f) The Resident is responsible for the cost of repairing willful or accidental damage in the Room during the Resident's stay.

3.3 Personal Property Insurance

- (a) The Resident will, at the Resident's discretion, take out personal property insurance to cover all property held in the Building by the Resident, and the Resident acknowledges that failure to do so will not in any way be cause for the Building Owner to compensate the Resident.

3.4 Behaviour

- (a) The Resident agrees not to engage in unacceptable behaviour that includes, but is not limited to:
 - (i) illegal activities;
 - (ii) intentionally causing injury or harm to another person;
 - (iii) real or perceived violence or threat of violence;
 - (iv) causing damage to the property of CQU or personal property contained in the Building;
 - (v) producing excessive or loud noise;
 - (vi) behaviour demonstrating a lack of respect for the rights, attitudes and beliefs of other persons;
 - (vii) behaving in an offensive or threatening manner; or
 - (viii) threatening the safety or well-being or harassing another person.

- (b) If the Resident's conduct is deemed unacceptable by Management, CQU Student Residences may take such action as deemed necessary, including:
 - (i) Termination of this Agreement in accordance with clause 8;
 - (ii) Removal from the Building;
 - (iii) Probation;
 - (iv) Fine;
 - (v) Community service;
 - (vi) Apology; and
 - (vii) Referring the conduct to CQU for consideration as a Student Conduct or Residents Code of Conduct matter.

3.5 Accommodation Handbook, Code of Conduct, Statues, Rules, Orders, Policies, Procedures and Directions

- (a) The Resident acknowledges that they have read the Accommodation Handbook provided, which forms a part of this Agreement and agrees to comply with the regulations set out in it as approved or amended by Management from time to time. We may revise the Accommodation Handbook, and or the Residential Agreement at any time by updating these documents on our housing portal. Please check the housing portal from time to time to review any changes that have been made as they are binding on you.

- (b) The Resident acknowledges and agrees that they will comply with relevant CQU policies and procedures which relate to their occupation of the Room including the Student Residences Code of Conduct.

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- (c) Where there is any conflict between a direction, policy or procedure of CQU Student Residences and CQU's direction, policy or procedure, then CQU's direction, policy or procedure will prevail.
- (d) The Resident agrees to abide by the directions given by Management or other CQU staff.

3.6 Medical Disclosure

- (a) The Resident warrant that they:
 - (i) have disclosed to CQU all previous and current medical conditions, disabilities, allergies, and/or any special needs that the Resident will require during their day to day living, prior to and including the date of this Agreement; and
 - (ii) will disclose to CQU all medical conditions, disabilities, allergies and any special needs that arise, are contracted or inflicted, or are likely to develop, by the Resident during the Term of this Agreement.

4 CQU's Rights

4.1 Without limiting in any way clause 3.1:

- (a) Irrespective of academic performance, a decision about admission or readmission will consider whether a student is suitable for residential life, including consideration of the student's ability to live independently and the student's behaviour/s and its impact or potential impact on the College community, including risks to themselves and/or others.
- (b) The Director has the discretion to refuse admission or readmission to any resident who persistently breaches or fails to respond adequately to guidance and counselling in relation to the Residential Agreement or would otherwise (on the recommendation of Management) be deemed unsuitable for living in the College community.
- (c) CQU, by its authorised representative, has the right to enter and view the Room and the condition of the Room at all reasonable times on reasonable notice provided that, an employee of CQU may enter the Room without notice if that person reasonably believes that there is an urgent need for them to do so.
- (d) CQU Student Residences staff will at all reasonable times have the right to enter with tradespeople and all necessary equipment upon giving the Resident reasonable notice for the purposes of carrying out any work which Management may be bound to carry out or otherwise may deem desirable provided that in doing so, Management will cause as little inconvenience to the Resident as is practicable.
- (e) Management has the right to notify a resident of a change of room allocation and will endeavour to provide as much notice as possible for the required move.
- (f) The common areas and facilities of the Building (which is all parts of the Building other than any Room) will at all times be subject to the control of Management

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who has the right from time to time to establish, modify and enforce rules and regulations with regard to those areas.

- (g) Management can make whatever rules and regulations (permitted by law) it thinks fit with respect to the limitation, prohibition, use or transportation of any form of drugs or alcohol or consumption of such within the Room or the Building.
- (h) CQU, by its authorised representative has the right to enter without notice in the following instances:-
 - (i) in case of emergency;
 - (ii) in the reasonable opinion of Management that the health, safety or welfare of the Resident or another student of CQU requires it;
 - (iii) in the reasonable opinion of Management there is a risk of imminent or further damage to the property; and/or
 - (iv) in the reasonable opinion of Management there is a suspicion of criminal activity and that a breach has or is likely to take place.

5 Resident's Rights

Subject to compliance by the Resident with the obligations imposed by this Residential Agreement, the Resident has the right to:

- 5.1 Quiet enjoyment of the Room;
- 5.2 Occupy the Room;
- 5.3 Use the services from the commencement date until the termination date as per the booking as confirmed by CQU Student Residences. If the Resident elects to terminate the Residential Agreement before completing the entire contracted period, they may do so ensuring:
 - i) For a Long Term Residency Agreement (bookings 12 weeks+), 21 days' notice of termination in writing is provided by the Resident by emailing to studentresidences@cqu.edu.au (no penalty applies) or for a Flexi Term Residency Agreement (bookings 4 weeks up to 12 weeks), 7 days' notice of termination in writing is provided by the Resident by emailing to studentresidences@cqu.edu.au (no penalty applies).
 - ii) If the Resident leaves without giving notice as per the minimum notice period relevant to the agreement as per 5.3(i), fees will be charged in lieu of notice.
 - iii) If a refund is applicable for advanced payments, any refunds will be paid in the same manner payments to CQU were made.
 - iv) Discounts may be reversed if the booking length of stay is no longer eligible for a discount and the chargeable rate will reflect the actual term of stay as per the published [Fee Schedule](#).

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6 Default by the Resident

- 6.1 Each of the following constitutes an Event of Default by the Resident:
- (a) The Resident fails to pay an amount due under clause 3.1(a) on its due date and such amount remains unpaid for seven days (whether or not any formal demand has been made); or
 - (b) The Resident breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Agreement or the rules and regulations set out in the Accommodation Handbook or Code of Conduct and such breach or default continues for seven days after the service of a notice on the Resident requiring the Resident to remedy the breach; or
 - (c) The Resident becomes bankrupt or commits an act of bankruptcy; or
 - (d) The Resident gives false or misleading information in the application/booking process or fails to update Student Residences of any changes to the information provided for the application/booking; or
 - (e) The Resident commits an act which justifies 'immediate eviction' which is outlined in the Accommodation Handbook and CQU's Student Residences Code of Conduct.
- 6.2 At any time prior to the commencement of your residential agreement or if any one or more Events of Default set out in clause 6.1 occurs, it continues and is deemed to be a repudiation of this Agreement by the Resident giving rise to the right of Management to cancel the Agreement and withdraw the services and on reasonable notice have the right to accept such repudiation and re-enter the Room.
- 6.3 CQU Student Residences is entitled to recover any loss arising from the default of the Resident including any loss or damage CQU Student Residences may suffer as a result of the termination of the Agreement prior to the date of termination referred in the schedule. CQU Student Residences shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under this Agreement.
- 6.4 CQU Student Residences may upon re-entry, remove from the Room any fixtures, fittings or personal property of the Resident and store these items at the cost of the Resident without being liable for any loss or damage provided that CQU Student Residences is not under an obligation to store these items in excess of three months from the date of re-entry and at the expiration of that period those items may be sold or disposed of, and Management may deduct from the proceeds the costs of removal, storage and insurance (if any) of those items and areas of Residential Fees and any other monies owing by the Resident to CQU Student Residences, pursuant to the terms of this Agreement.
- 6.5 Any notice required to be served under this Agreement will be sufficiently served on the Resident if served personally or if delivered to or left at the Room or forwarded by prepared post to the last known address of the Resident and will be sufficiently served

on Management if addressed to CQU Student Residences and left or sent to its registered office set out in this Agreement.

- 6.6 At any time, the Resident is in default of this Agreement, CQU is entitled to:
- (a) place a **sanction** on the Resident's academic record that will prevent access to the release of results, academic transcripts and/or the Resident's eligibility to graduate;
 - (b) use and **pass on the cost of debt collection services** to the Resident to recover monies owed to CQU Student Residences.

7 Privacy

7.1 Information Collected

Personal information of the Resident is collect, stored, used and disclosed by CQU Student Residences to facilitate Residential Agreements and Short Stay Bookings. CQU Student Residences is permitted to collect personal information under the Information Privacy Act 2009 Qld. Failure to provide the requested personal information may result in CQU Student Residences declining to provide a Residential Agreement or continue to provide services to the Resident under this Agreement.

CQU Student Residences may disclose personal information to CQUniversity employees for research purposes by way of data for the planning and improvement of residential services.

Personal Information can be disclosed without consent when required by law. Any other provision of personal information will be authorised in accordance with CQUniversity's Privacy Policy and Procedure and the Information Privacy Act 2009 Qld.

7.2 Use and Disclosure of Information

- (a) CQU Student Residences may share personal information with CQU

8 Notices

- 8.1 Any notice under this Agreement must be given in writing.

9 Entire Agreement

- 9.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

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10 Waiver

10.1 Failure by either party to enforce a provision of this Agreement will not be construed as in any way affecting the enforceability of that provision, or the Agreement as a whole.

11 Counterparts

11.1 This Agreement may be executed in counterparts. All counterparts will be taken to constitute one instrument.

12 Applicable Law

12.1 This Agreement will be governed by and construed in accordance with the Law for the time being in force in Queensland and the parties agree to submit to the exclusive jurisdiction of the courts of Queensland.

13 Approval and Review Details

Approval and Review	Details
Approval Authority	Director, Commercial Services
Delegated Approval Authority	N/A
Advisory Committee	Legal, Governance
Required Consultation	N/A
Administrator	Manager Student Residences
Next Review Date	30/06/2024

Approval and Amendment History	Details
Original Approval Authority and Date	Director, Commercial Services 1/6/2023
Amendment Authority and Date	Director, Commercial Services 1/12/2023
Notes	This document replaced the Residency Contract Terms and Conditions

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