



studentresidences@cqu.edu.au



cqu.edu.au/accommodation



+61 7 4930 9764



CQU STUDENT RESIDENCES

Life is Better on Campus

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).

Terms and Conditions

Documents that comprise the agreement are:

1. this Residential Agreement
2. the Student Residences Conduct Policy & Procedure
3. the Accommodation Handbook
4. the Fee Schedule

Entering into the Agreement

All terms and conditions are viewable prior to submitting an application online via the CQU Student Residences housing portal.

If you do not accept these terms and conditions, you must not make an application 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 | A collective term including the Manager Student Residences, Coordinator Residential Life and Coordinator Residential Operations |
| Supporting Documents | The Accommodation Handbook and CQU's Student Residences Conduct Policy & Procedure (refer to clause 3.5(b)) and the Fee Schedule form part of the agreement |
| Room Type | As per the offer email/booking and any subsequent changes as confirmed in writing. |
| Agreement Dates | <p>Agreements have minimum lengths of stay:</p> <ul style="list-style-type: none"> • Long Term = minimum 12 week stay • Flexi Term = minimum 4 week stay <p>Check in and check out dates are as per the offer email/booking once accepted in the housing portal/ or subsequent changes confirmed by email from CQU Student Residences. All change requests must meet minimum lengths of stay and be emailed to studentresidences@cqu.edu.au. To request a change of a check-in or checkout date, notice periods apply:</p> <ul style="list-style-type: none"> • Long Term = 21 days' notice • Flexi Term = 14 days' notice <p>Charges apply in lieu of notice, where a date change request is less than the notice period required. Minimum lengths of stay must be adhered to. Change requests are subject to availability and will only be considered when submitted by email to studentresidences@cqu.edu.au.</p> |
| Weekly Residential Fee | Accommodation fees are set annually (1 Jan–31 Dec) as per the published CQU Fee Schedule. Bookings extending from December into January will be charged according to the Fee Schedule's effective dates. |

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:
- (i) The terms of this Residential Agreement including the Student Residences Conduct Policy and Procedure and Accommodation Handbook;
 - (ii) CQUniversity's rules, regulations and policies as implemented or amended by the University from time to time;
 - (iii) all reasonable and lawful directions given by CQUniversity Student Residences Staff or other representative of the University;

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 all residential fees correctly charged to their statement by the due date:
 - (i) the confirmation deposit of \$1000;
 - (ii) all fees from the contracted booking (with consideration to the minimum term, notice periods and any approved changes) for the billing period and for every statement issued thereafter;
 - (iii) all sundry charges separately charged to the Resident as per the Fee Schedule. Sundry charges are payable in full on the date coinciding with the next Residential Fee instalment date after the date they were accrued.

- (iv) Late payment fees which accrue at \$20 per week (or part thereof) that the debt is outstanding past 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.
- (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 furniture or 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) 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;
 - (viii) To complete by the given due date all compulsory training including online and face-to-face training;

- (ix) To allow CQU Student Residences to conduct a room inspection at the dates advised; and
 - (x) Report immediately any maintenance issue to CQU Student Residences.
- (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 or prior to the date of check-in, withdraw an offer 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. No personal items or rubbish are to be left in the room on departure or cleaning fees will apply as per the Fee Schedule. The Resident has access to external bins and cleaning equipment to keep the Room clean and tidy. If the Room includes a private ensuite, the Resident is responsible for regularly cleaning the entire bathroom's surfaces. Ensued rooms from 1 January 20206 will include a fortnightly bathroom clean. All other cleaning between fortnightly cleans is the responsibility of the resident.
- (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 or grounds. 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 including parking outside of the designated bitumen carparks;
 - (v) creating any nuisance or excessive noise which may negatively impact other residents and guests;
 - (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 matter or handling as a Student Residences Conduct matter.

3.5 Accommodation Handbook, Student Residences Conduct Policy & Procedure, 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 or Conduct Policy and

Procure 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 Conduct Policy & Procedure.
- (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 warrants that they:
 - (i) have disclosed to CQU all relevant medical conditions, disabilities, dietary, and/or special requirements that the Resident will independently manage during their day-to-day living, prior to and including the date of this Agreement; and
 - (ii) will disclose to CQU all relevant medical conditions, disabilities, dietary and/or special requirements that arise, are contracted or inflicted, or are likely to develop, by the Resident during the Term of their Agreement.

3.7 Criminal History Disclosure Statement

- (a) The Resident warrants that they:
 - (i) Will disclose if they have criminal convictions and/or criminal charges pending via a disclosure statement in the application or "Update Details" section of the online housing portal;
 - (ii) Will advise if new matters requiring disclosure arise during the period of application processing or residence, within 7 days of the change of circumstance; and
 - (iii) Understand the consequences of providing false or misleading information are withdrawal of any offer of accommodation prior to check-in or termination of Residential Agreement at CQU's sole discretion.

3.8 Keys and Access

- (a) The Resident acknowledges that:
 - (i) Any keys, fobs or access cards issued to the Resident during the contracted period remain the property of CQU Student Residences;

- (ii) CQU Student Residences and its staff will retain copies of all room keys, fobs or access cards as reasonably required to maintain the room and residences and to fulfil CQU's obligations and exercise CQU's rights under this agreement.
- (iii) Any key, fob or access card in their possession is kept safely secured at all times. The Resident must not lend any key, fob or access card to any other person.
- (iv) If the Resident loses a key, fob or access card issued to them by CQU Student Residences, they must report the matter immediately to the relevant reception desk, Manager or other Student Residences staff member and will be responsible for the cost of replacements.

4 CQU's Rights

4.1 Without limiting in any way clause 3.1:

- (a) CQU Student Residences may withdraw an offer for any reason before the check-in day or terminate this agreement where:
 - (i) CQU Student Residences has issued a Notice of Withdrawal; or
 - (ii) The Resident materially breaches another provision of this agreement or engages in a series of sustained or repeated breaches of this agreement, after which CQU may issue a Notice to Vacate.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) CQU Student Residences, acting reasonably reserves the right to require a resident to relocate to a different room at any time. CQU will endeavour to provide as much notice as possible for the required move.

- (g) 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 who has the right from time to time to establish, modify and enforce rules and regulations with regard to those areas.
- (h) 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.
- (i) CQU, by its authorised representative, has the right to enter without notice in the following instances: -
 - (i) in case of an 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

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

- Quiet enjoyment of the Room.
- Occupy the Room.
- Use the services from the commencement date until the termination date as per the booking as confirmed by CQU Student Residences. If the Resident requests to amend or terminate the Residential Agreement before completing the entire contracted period, changes may be possible ensuring:
 - i) Minimum contract terms are preserved; and
 - ii) Relevant notice periods are provided.

5.2 A Resident may cancel their application/booking and receive confirmation of their cancellation category and effect as per the following:

Early Cancellation

Cancellations before offer/acceptance - no cost

On-Time Cancellation

Cancellations after confirmation deposit paid and minimum or greater notice period prior to check-in - confirmation deposit fully refundable.

Late Cancellation

- i) Cancellations received with less than the notice period and before check-in - the confirmation deposit is forfeited.
- ii) Cancellations received on or after check-in date will incur fees equivalent to at least the minimum term for the booking and up to the check-out date. Cancellations must be emailed to studentresidences@cqu.edu.au with the notice period commencing from the date of receipt of the cancellation email.

For a Long Term Residency Agreement (bookings 12 weeks+), 21 days' notice of date change or termination in writing is provided by the Resident by emailing to studentresidences@cqu.edu.au (fees apply in lieu of notice) or for a Flexi Term Residency Agreement (bookings 4 weeks up to 12 weeks), 14 days' notice of date change or termination in writing is provided by the Resident by emailing to studentresidences@cqu.edu.au (fees apply in lieu of notice).

If a refund is applicable for advanced payments, any refunds will be paid in the same manner payments to CQU were made.

5.3 **Minimum terms** describe the minimum commitment when applying for the different application types. Default dates are provided for Long Term Agreements where Residents can select a Full Academic Year booking or a single term (e.g. Term 1 only). Residents can request to shorten a Term or Full Year booking from its original offered dates, provided the minimum term is preserved, the dates are within the original term check-in and check-out dates. Requests are subject to approval. Minimum lengths of stay are as follows:

- 12 weeks – Long Term Agreements
- 4 weeks – Flexi Term Agreements

Minimum Notice Periods for Long Term Agreements/Bookings are:

- 3 weeks prior to requested check-in date - if requesting earlier check-in date
- 3 weeks prior to existing check-in date - requesting later check-in date
- 3 weeks prior to requested check-out - if requesting earlier check-out date than contract date
- 3 weeks prior to contracted check-out - if requesting later check-out date than contract date

Minimum Notice Periods for Flexi Term Agreements/Bookings are:

- 2 weeks prior to requested check-in date - if requesting earlier check-in date
- 2 weeks prior to existing check-in date - requesting later check-in date
- 2 weeks prior to requested check-out - if requesting earlier check-out date than contract date
- 2 weeks prior to contracted check-out - if requesting later check-out date than contract date

The costs associated with the different agreements and weekly fees charged and billing schedule are as per the published [Fee Schedule](#).

6 Default by the Resident

- 6.1 Each of the following constitutes an Event of Default (Breach) 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 Student Residences Conduct Policy & Procedure 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' whereby CQU Student Residences issues the Resident a Notice to Vacate.
- 6.2 At any time prior to the commencement of your residential agreement or if any one or more Events of Default/Breaches 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 terminate 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 contracted checkout date. 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 from the date of re-entry. 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 electronically to the registered email address, 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; and
 - (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 collected, 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 withdrawing provided 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.

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 | 30/09/2025 |

| Approval and Amendment History | Details |
|--------------------------------------|--|
| Original Approval Authority and Date | Director, Commercial Services 1/6/2023 |
| Amendment Authority and Date | v2 Director, Commercial Services 1/12/2023 v3 Director, Commercial Services 26/02/2024 v4 Director, Commercial Services 16/10/2024 v5 Director, Commercial Services 3/11/2025 |
| Notes | This document replaced the Residency Contract Terms and Conditions |