

**THE UNIVERSITY OF MELBOURNE
FACULTY OF VETERINARY AND AGRICULTURAL SCIENCES
WERRIBEE CAMPUS
KENDALL HALL OF RESIDENCE
STUDENT RESIDENTIAL AGREEMENT 2019**

THIS AGREEMENT is made on _____ 2019

BETWEEN: THE UNIVERSITY OF MELBOURNE ("the University")

AND _____ ("the Student")

1) The University agrees to permit the Student to occupy the room known as ("the room") at Kendall Hall of Residence ("KH") at the University together with the use of the items indicated in the KH Information Guide for Student Residents 2019 ("the Information Guide") in accordance with the terms in this agreement.

2)(a) The weekly accommodation fee for 2019 is \$160 or \$165 depending on your room selection. Semester dates for DVM 3 and DVM 4 residents are detailed below. Bookings can be made outside these dates.

DVM 3	<u>1st Semester</u>	<u>2nd Semester</u>
Start Date	11 February 2019	15 July 2019
End Date	Friday 28 June 2019	22 November 2019

DVM 4	<u>Semester</u>
Start Date	14 January 2019
End Date	1 November 2019

(b) Payment for each week booked is due on the first day of arrival.

(c) Sanctions may be applied to the student's academic record if any accommodation fee remains unpaid for a period of 14 days after the due date. This means that results will not be released and approval to graduate cannot be processed. However, students who have financial difficulties and are unable to make payment in full should contact the Kendall Hall Coordinator about alternative arrangements.

(d) If the accommodation fee remains unpaid for a period of 30 days after the due date, the University will be entitled to exercise its rights under Clause 15 of this agreement.

(e) The accommodation fee may be varied by the University prior to the commencement of each academic year.

3)(a) The Student shall pay a security deposit of \$250.00 to the University which may be applied by the University towards the expenses of remedying any breach by the Student of the provisions of this agreement. This security deposit shall be returned to the Student at the end of their residence subject to the room being returned in a satisfactory condition to KH. If the Student is a resident in 3rd year, the bond will be retained and applied to residency in 4th year.

(b) The Student shall pay an additional security deposit of \$50.00 if they have an approved pet in their room as outlined in the KH Pet Policy.

4) The Student must supply bed linen and towels and keep these laundered regularly.

5) The Student is at all times bound by and must at all times comply with KH policies and procedures which are contained in the Information Guide and the University's statutes, regulations, rules, policies and procedures which can be viewed at <http://www.unimelb.edu.au>.

A copy of the Information Guide will be provided to the Student at the time of moving into residence or upon request. The current Information Guide can be viewed at <http://fvas.unimelb.edu.au/study/student-accommodation/kendall-hall>

6) The Student accepts full responsibility for the safety and care of his or her personal property including but not limited to electrical appliances in the room or in or about Kendall Hall.

7)(a) The Student may only use small personal electrical appliances in the room which must be approved by the KH Coordinator or Residential Supervisors. This includes small TVs, small refrigerators and heaters. **All electrical appliances used must be in an electrically safe condition.** KH is fitted with electrical safety switches which will terminate electricity when an unsafe situation occurs. Student electrical appliances will be removed or disabled if they cause an unsafe situation to occur and prevent the safe restoration of electricity for Students/Residents affected.

(b) KH is installed with fire extinguishers and hoses for protection of Students/Residents. Any misuse of this equipment will result in disciplinary action.

8) The Student must take all reasonable care to avoid any damage to the room or to the accommodation and its facilities and shall be responsible for compensating any such damage which occurs. The Student must maintain the room in a clean and tidy condition and will cooperate with the other residents to ensure that the common areas are also maintained in a clean and tidy condition. The Student will not affix to the room walls or door anything which will leave evidence of its existence when removed.

9) The Student must not allow the room to be used for any illegal or prohibited purpose or in any manner so as to cause any nuisance, harm to another, or unreasonable disturbance to any Student/Resident, staff or other person using the KH facilities. With the exception of certain circumstances in which personal overnight guests are permitted in accordance with the policies and procedures stated in the Information Guide, the Student must not permit any other person to occupy the room on a temporary or permanent basis. The Student must not engage in any form of illegal or prohibited conduct at the University or on KH grounds.

10) The Student agrees to keep the University indemnified from and against all liability and loss suffered or incurred by the University and KH in respect of any loss of life, personal injury or disability, loss or damage to property, or any other loss whatsoever arising out of actions or non-actions the Student or any guest of the Student in connection with or incidental to this agreement.

11) The Student agrees to label all personal items left outside of their room in the student storage areas such as the Box Room or communal areas. The Student understands that any items left in KH are done so at their own risk. It is advised that students do not leave any valuables in the Box Room or any other common area. The University will not be liable for any such loss of valuables. Any items left outside the Student's room (including the Box Room or common areas) without clear labelling of name and year level may be disposed of by the University without notice.

12)(a)The Student must not prepare or cook any meals other than in designated food preparation areas as defined in the Information Guide.

(b)The Student must not store food in their room except in sealed vermin-proof containers or as otherwise approved by KH.

13)(a)The Student must complete an Inventory Check List to indicate the condition of the room and furniture and return the Inventory Check List to the Residential Supervisors at KH within 24 hours of first occupying the room.

(b) The Student must not remove any such furniture or furnishings from the room nor add any additional furniture without the prior approval of the Kendall Hall Coordinator.

14)(a) The Student is not entitled to any refund in relation to any periods during the booking period in which the Student is not in occupation of the room.

(b) During periods when the Student is not in residence, the Student may leave belongings in their room so long as there is nothing of value when the room is vacated. A room hold fee of \$70 per week will apply. Room keys must be returned to Residential Supervisors when the room is vacated or \$160/165 per week accommodation charges will apply.

(c) Students who resided at KH in 2018 will be provided 2 weeks room holding of their choosing without a room hold fee being applied. Residents must reside at KH for 30 weeks or more in 3rd year to receive 2 weeks complimentary room hold the following year.

15) This agreement may be terminated by the University without notice to the Student if the Student's conduct is reasonably believed by the University to be prejudicial to the interests of the University. Such conduct includes, but is not limited to, the following circumstances:

(a) if the accommodation fee remains unpaid for a period of 30 days after the date provided herein for payment or by agreement with the Kendall Hall Coordinator,

(b) if the Student commits any breach of this agreement.

16) Upon the termination or expiration of the agreement the Student will immediately:

(a) give up possession of the room and return the room to the University; and

(b) remove all of his/her personal property from the room. Any property left in the room after the expiration or termination of this agreement will become the property of the University which may deal with that property in the manner it sees fit at the cost of the Student.

17)(a) This agreement confers on the Student a right to occupy the room only and does not confer any other rights or interest in the room.

(b) While the University will endeavour at all times to respect the Student's privacy and right to peaceful enjoyment of the environment and facilities provided, in order for the University to fulfil its obligations to the Student, the University reserves the right to inspect the room from time to time. This includes the right to enter and inspect the room, **without prior notice, where there are reasonable grounds for concern for the safety or welfare of the Student or any other Student/Resident, guest, visitor or staff member**, including, but not limited to the following:

- i. the consumption and/or possession of alcohol in breach of the University's statutes, regulations, rules, policies and procedures;

- ii. harassment, bullying, intimidation, physical violence or any other act in breach of the University's statutes, regulations, rules, policies and procedures;
- iii. excessive noise or disturbance coming from the room; or
- iv. activities which constitute a potential threat to the health, safety or comfort of the Student and other Students/Residents (including consumption or possession of illegal drugs or the possession/use of dangerous goods or weapons).

18) The University reserves the right to amend this agreement to comply with applicable laws as amended from time to time.

Declaration

I have read and understood the terms and conditions outlined in this agreement and I undertake to abide by this agreement, as well as by any other documentation provided by the University.

Signed by the

Student

PRINT NAME

Signed on behalf

of the University by

PRINT NAME

STACEY WARDROP

TITLE

KENDALL HALL COORDINATOR

