THIS AGREEMENT is made on _____/_____/20___

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

AND ___________________________________ ("the Resident")

1) The University agrees to permit the Resident 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 ("the Information Guide") in accordance with the terms in this agreement.

2)(a) For Faculty of Veterinary and Agricultural students, the weekly accommodation fee is $160 or $165 depending on your room selection. Semester dates for Doctor of Veterinary Medicine (DVM) 3rd Year and 4th Year students are detailed below. Bookings can be made outside these dates.

<table>
<thead>
<tr>
<th>DVM 3</th>
<th>1st Semester</th>
<th>2nd Semester</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>10 February 2020</td>
<td>13 July 2020</td>
</tr>
<tr>
<td>End Date</td>
<td>29 May 2020</td>
<td>23 October 2020</td>
</tr>
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(b) Payment is due when advised in writing by the KH Coordinator.

(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.

(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 17 of this Agreement.

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

3)(a) The weekly accommodation rate for non-Faculty of Veterinary and Agricultural students is $_______

(b) Payment for the first two weeks is due prior to arrival. Payment for each week thereafter is due one week in advance.
(c) If the accommodation fee remains unpaid after the due date, the University will be entitled to exercise its rights under Clause 17 of this Agreement.

4)(a) The Resident 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 Resident of the provisions of this agreement. This security deposit shall be returned to the Resident at the end of their residence subject to the room being returned in a satisfactory condition. If the Resident is in 3rd year, the bond will be retained and applied to residency in 4th year.

(b) The Resident 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.

5) The Resident must supply bed linen and towels and keep these laundered regularly. A mattress protector will be provided by the University which must be regularly laundered.

6) The Resident is at all times bound by and must at all times comply with the University’s and KH’s policies and procedures. Residents are required to behave at all times in a manner which supports the University’s commitment to enabling a safe, inclusive and respectful community. See https://safercommunity.unimelb.edu.au/

7) The Resident will be provided with the KH Information Guide 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

8) The Resident accepts full responsibility for their personal property whilst on University grounds.

9)(a) The Resident may only use small personal electrical appliances in the room which must be approved by the KH Coordinator or a Residential Supervisor. 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. Resident electrical appliances will be removed or disabled if they cause an unsafe situation to occur and prevent the safe restoration of electricity for all residents.

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

10) The Resident 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 the University for any such damage. The Resident must maintain the room in a clean and tidy condition and must cooperate with the other residents to ensure that the common areas are also maintained in a clean and tidy condition. The Resident will not affix to the room walls or door anything which will leave evidence of its existence when removed.

11) The Resident must not engage in any form of illegal or prohibited activity at KH or on any University grounds. The Resident must not allow the room to be used for any form of illegal or prohibited activity or in any manner which causes any nuisance, harm, or unreasonable disturbance to any person using the KH facilities. The Resident must not permit any other person to occupy the room on a temporary or permanent basis, unless approved by the KH Coordinator or a Residential Supervisor, in line with KH policies.

12) The Resident 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 Resident or any guest of the Resident in connection with or incidental to this agreement.
13) The Resident 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 Resident 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 Resident’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.

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

(b) The Resident must not store food in their room except in sealed vermin-proof containers or as otherwise approved by the KH Coordinator or a Residential Supervisor.

15)(a) The Resident 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 48 hours of first occupying the room.

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

16)(a) The Resident is not entitled to any refund in relation to any periods during the booking period in which the Resident does not occupy the room.

(b) During periods when the Resident is not in residence, the Resident may leave belongings in their room so long as there is nothing of value when the room is vacated. A room hold fee of $85 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) Residents who resided at KH in 2019 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.

17) This agreement may be terminated by the University without notice to the Resident if the Resident’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 Resident commits any breach of this agreement,

(c) if the Resident engages in inappropriate, concerning, or threatening behaviour.

18) Upon the termination or expiration of the agreement, the Resident will immediately:

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

(b) remove all of their 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 Resident.

19)(a) This agreement confers on the Resident a right to occupy the room only and does not confer any other rights or interest in the room.
While the University will endeavour at all times to respect the Resident's privacy and right to peaceful enjoyment of the environment and facilities provided, in order for the University to fulfil its obligations to the Resident, 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 Resident or any other 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 Resident or other residents (including consumption or possession of illegal drugs or the possession/use of dangerous goods or weapons).

20) 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

RESIDENT _______________________________________

PRINT NAME ____________________________________

Signed on behalf

of the University by ________________________________

PRINT NAME STACEY WARDROP

TITLE KENDALL HALL COORDINATOR