# The Gordon Student Residence Licence Agreement

**THIS LICENCE AGREEMENT made xx**

**BETWEEN the Licensor and the Licensee named in the Schedule provides:**

**The licence**

1.1. On the terms of this Licence the Licensor will allow the Licensee occupancy as a Licensee of the room designated by the Licensor in the Residence named in the Schedule together with the use in common with other residents of the recreational areas and facilities in the Residence designated by the Licensor.

1.2. The Licence confers on the Licensee no tenancy or other estate or interest in the land whatsoever and the Licensor may exercise a right of entry for inspection, repair and cleaning purposes at all reasonable times and for that purpose may hold a key to the room.

**The licence fee**

2.1. The licence fee shall be the sum stated in the Schedule or specified by the Licensor pursuant to its rights under Clause 7.6 and must always be paid by the Licensee 2 weeks in advance commencing on the dates specified in the Schedule.

**Security deposit**

3.1. The Licensee must pay a security deposit of $620 to the licensor and must maintain the deposit at that amount.

3.2. The Licensor may use the deposit to make good the cost of remedying breaches of the Licensee's obligations under this Licence.

3.3. After this Licence has ended and the Licensee has ceased occupancy, the Licensor must refund the unused part of the deposit within 14 days of cessation.

3.4 Should notice not be provided, or relevant forwarding address details to the Institute upon vacating the Residence, Bond payment will be held for a period of 12 months before being forfeited.

**Licensor’s obligations**

The licensor must:

4.1. Keep the room in reasonable repair;

4.2. Allow the Licensee to remain in occupancy of the room during vacations occurring within the institute’s academic year provided that the Licensee is not in breach of any provision of this Agreement and provided that the room is not required for providing accommodation for attendees of conferences or seminars.

4.3. Supply basic utilities (water hot and cold, electricity, gas, internet connectivity) throughout the term of this Agreement

4.4 Notwithstanding the foregoing, the licensor shall not be liable for any interruption of water, heat or electricity due to making repairs, alterations or improvements or any failure due to conditions or events not under the licensor’s control or due to accident or strike.

4.5. Allow the Resident use of common areas including corridors, laundries, kitchenettes, designated common and study area, showers and toilets.

**Licensee’s obligations**

The licensee must:

5.1. Agree to a two-month probationary period as a requirement of their residency

5.2 Be over the age of 18 years old at the time of signing this agreement or if under the age of 18 years have a parent/guardian co-sign this Licence Agreement

5.2. Take reasonable care of the room and the fittings, fixtures and furnishings in it;

5.3. Not use or permit the room to be used in any way which causes unreasonable annoyance and disturbance or is likely to harm any other person in the Residence;

5.4. Pay the Residence rental fees from the Commencement Date until the Termination Date as specified under clause 6.1;

5.5. Comply with the rules of the Residence which form part of this Agreement and the Student Accommodation Handbook;

5.6. Not engage in any illegal, improper, riotous, noisy or other anti-social conduct;

Not consume alcohol at any on-site events if under the age of 18 years.

5.7. Not assign or attempt to assign his or her rights under this Agreement to any other person;

5.8. Not use the room for any purpose other than his or her own lodging or allow any other person to lodge in the room;

5.9. Either make good any damage or pay the Licensor on demand for any damage to the Residence whether caused accidentally or wilfully;

5.10. Not make or allow to be made any alteration to any part of the Residence;

5.11. Not inscribe or affix or permit to be inscribed or affixed any hoarding, writings, signs, pictures or posters which in any way damage the residence;

5.12. Comply with the licensor's regulations as to room occupancy made from time to time and with the lawful directions of the Licensor's Director or his or her representative;

5.13. Keep the Licensor indemnified against any claims or liability for damage, loss or injury which may occur to the property or person of the licensee or to any guest or invitee of the Licensee;

5.14. The Licensee must be responsible for their own welfare and safety.

5.15. Be liable for the conduct of any guests or visitors to his/her unit or room, including damage caused by such guests and visitors;

5.16. Be solely responsible for his/her own personal property and be responsible for obtaining personal content and liability insurance

5.17. Not permit under 18 years guests to visit or stay overnight without prior approval from the Residence Manager. Any unapproved under aged guests will be asked to leave immediately.

5.18. Inspect the condition of the room and complete a Condition Report with the Residence Manager upon check-in.

5.19. Agree to have a parent or guardian be contacted in any instance of ill health, breach of agreement, disciplinary actions or any other concerns whilst under the age of 18 years.

Two-Month Probation

The Gordon Student Residence is committed to maintaining a conducive and harmonious living environment for all occupants. The residence management employs a two-month probation period as a means to ensure that all residents comply with the established rules, regulations, and policies in place.

By singing below, you affirm that you understand and agree to the two-month probationary period as a requirement for residency at The Gordon Student Residence. You acknowledge that this probationary period aims to ensure compliance with the residence’s rules, regulations, and policies and are aware that failure to comply may lead to the termination of your residency at The Gordon Student Residence, as determined by the residence management. You understand that the probationary period will begin on your move-in date and last for two months, during which it is your responsibility to adhere to the terms and make the necessary efforts to meet the residences expectations.

**Termination**

6.1. Either party may terminate this Licence by giving at least four weeks written notice of termination to the other.

6.2. This Licence will terminate immediately upon:

6.2.1. The Licensee ceasing to be a student of an educational institution approved by the Licensor;

6.2.2. Any part of the Licence fee being unpaid for a period of at least seven days'

6.2.3. The Licensee breaching any of his or her obligations specified in clause 5; and the Licensee must forfeit any part of the Licence fee paid in advance.

6.3. The Licensee must vacate the premises within two days of the termination of the Licence under clause 6.2

6.4 If the licensee does not vacate the Unit upon the termination or expiration of this Agreement, the licensor will exercise all its legal rights and remedies associated with an overholding tenant, including its right to obtain damages arising from such breach.

**Illness and accident**

7.1. The licensee must inform the Licensor of any medical condition or disability, whether existing before the date of this License or not, which may prevent the Licensee living in the residence independently of assistance.

7.2. The Licensee must report any illness and accidents contracted or suffered by him or her to the Licensor's Residence Manager forthwith.

7.2.1. Where appropriate, the Licensor will make reasonable attempts to ascertain from the Licensee's next of kin or guardian whether a particular treatment should be given or a particular medical practitioner consulted;

7.2.2. Upon signing this Agreement, the Licensee must advise the Licensor of the name, address and telephone number of the Licensee's next of kin and/or legal guardian.

7.3. Where appropriate, if the medical practitioner advises that emergency treatment should be provided to the Licensee the Licensor will take reasonable steps in the circumstances to obtain the consent of the Licensee's next of kin or guardian for the treatment but if contact with the Licensee's next of kin or guardian cannot reasonably be made the Licensor's Residence Manager is hereby authorised by the Licensee to give any necessary consent to emergency treatment recommended by the medical practitioner.

7.4. The Licensee must bear the cost of any medical attention obtained by the Licensor for the Licensee.

7.5. Where appropriate, the Licensee must notify his or her next of kin or legal guardian of any medical attention or hospital care arranged for the Licensee by the Licensor.

7.6. If the Licensee is declared by a doctor nominated by him or her, or if the Licensee does not nominate a doctor, by a doctor nominated by the Licensor, that by reason of the Licensee's health it is in the Licensee's interest that he or she leaves the Residence this Licence shall terminate on date seven days after the declaration and the Licensor must refund any part of the Licence fee then paid in advance.

**Alterations to licence**

8.1. The Licensor may make any alterations to the terms of this licence provided that it gives to the Licensee four weeks written notice of its intention to do so.

**Dispute resolution**

9.1. Without limiting the Licensee's obligations under clause 6.3, the Licensee may appeal against any decision made against him or her by the Licensor in respect of any aspect of the Licence by using the appellate procedure established by the Licensor.

**Media release**

10.1 This Licence Agreement acts as written permission from the Licensee to be referred to in any publication for marketing/advertising purposes (including photographs).

**Reassignment**

11.1 The licensor reserves the right to reassign a Resident to an alternative Unit/Room, by giving the Resident twenty-four (24) hours’ notice in writing. In the event such reassignment occurs, the terms of the Agreement between the parties shall remain the same in all material respects except for the Unit designated in the original agreement. Such reassignment shall not constitute termination of the original Agreement.

**Definitions:**

* Academic Year- the period from the commencement of Term 1 to the end of Term 4 in any year
* Institute - Gordon Institute of TAFE
* Period of Occupancy - means the period specified in the Schedule
* Agreement – this agreement, which is comprised of this document, the Student Accommodation Handbook, letter of offer and emailed Residential Confirmation.
* Licensor – The Gordon Institute of TAFE
* Licensee – the student who becomes the Resident

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| **SCHEDULE** | | | |
| Licensor |  | | |
| Licensee |  | | |
| Licensee home address | 185 St Albans Road, East Geelong, 3219 | | |
| Period of Probation | From       To | | |
| Period of Occupancy | From       To | | |
| Wing and room no |  | Keys issued | Yes  No |
| Room category | Large room | | |
| Licence fee | $160 per week paid always two weeks in advance | | |

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| **SIGNATURES**  I agree to the above clauses as stated in the Licence Agreement on pages 1 to 3 above | | | |
| Signed on behalf of the Licensor | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name | Signature | Date |
| Signed by the Licensee | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name | Signature | Date |
| Signed as the parent / guardian of the Licensee (if under 18) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name | Signature | Date |