

UTS: Housing Service

Licence Agreement  
for  
Student Residence:

**Standard Terms**

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AMENDED AS AT 29 NOVEMBER 2024

This **LICENCE AGREEMENT** is made between **UNIVERSITY OF TECHNOLOGY, SYDNEY ABN 77 257 686 961** of 15 Broadway, Ultimo, New South Wales, 2007 (**UTS**) and the person set out in item 1 of Schedule 2 (**Occupier**).

## 1. Definitions

1.1 In this Licence Agreement, the following terms have the meaning given to them below.

**Acceptance Fee** means the non-refundable amount payable to UTS Housing upon acceptance of UTS Housing's offer of accommodation.

**Access Device(s)** has the same meaning as that term in the UTS Housing Rules.

**Apartment** means the apartment type specified in Item 7 of Schedule 2.

**Approved Number of Beds** means the approved number of beds in the Apartment as specified in Item 8 of Schedule 2.

**Breach** has the same meaning as that term in the UTS Housing Rules.

**Business Days** means a day (excluding Saturday, Sunday and public holidays) when banks are open for business in NSW.

**Commencement Date** means the date specified in Item 3 of Schedule 2.

**CPI** means the Consumer Price Index - All Groups Sydney issued by the Australian Bureau of Statistics (or any entity which succeeds or replaces it) or, if this index is not available or is discontinued or suspended, another index that the Landlord reasonably determines represents the rise in the cost of living in Sydney.

**Expiry Date** means the date specified in Item 4 of Schedule 2.

**Guest** has the meaning as that term in the UTS Housing Rules.

**Licence** means the licence granted under this Licence Agreement.

**Licence Agreement** means this document including the schedules and any documents incorporated by reference.

**Licence Fee** means the licence fee specified in Item 9 of Schedule 2.

**Occupier** means a student, or such other person approved in writing by the UTS Director, Student Services Unit, who has entered into a Licence Agreement with UTS.

**Occupier's Australian Bank Account** means the Occupier's Australian bank account specified in Item 11 of Schedule 2.

**Occupier's Parents or Next of Kin or Designated Emergency Contact** means the Occupier's parents or next of kin or designated emergency contact specified in Item 13 of Schedule 2.

**Occupier's Residence** means the UTS Student Residence specified in Item 5 of Schedule 2.

**Premises** means the Room and Apartment as specified in Item 7 of Schedule 2, or, if the Occupier is relocated under clause 2.4, the room and apartment in the UTS Student Residence to which the Occupier is relocated.

**Residential Fee Payment Option Form** means the residential fee payment option form provided by UTS Housing to potential Occupiers.

**Room** means the room specified in Item 7 of Schedule 2.

**Room Inventory and Condition Report** means the report describing the condition of the Room and Apartment and the items contained therein and referred to in clause 5.

**Security Deposit** means the security deposit specified in Item 10 of Schedule 2.

**UTS** means the University of Technology Sydney of 15 Broadway Ultimo, NSW 2007 and the provider of UTS Housing.

**UTS Act** means the University of Technology, Sydney Act 1989 (NSW).

**UTS Bank Account** means the UTS bank account specified in 11 of Schedule 2.

**UTS Council** means the council of UTS.

**UTS Housing** means the unit of UTS which provides accommodation to UTS students in the UTS Student Residence and includes any manager or nominee of UTS Housing.

**UTS Policies and Directives** means the UTS policies and directives located at:  
<http://www.gsu.uts.edu.au/policies/index-a-z.html>

**UTS Housing Rules** means the UTS Housing Rules applying to the Occupier and any Guest of the Occupier as amended by UTS from time to time and the version current as at the date of this Licence Agreement is attached as Schedule 1.

**UTS Security** means UTS's security services responsible for ensuring the safety of UTS staff, students and visitors to the UTS Student Residence.

**UTS Student Residence** means the UTS student Residence located at 702 - 730 Harris St, Ultimo, NSW 2007 and described as Yura Mudang;

**UTS Student Rules** means the UTS Student and Related Rules located at:

<http://www.gsu.uts.edu.au/rules/student-index.html>

1.2 Any terms defined in Schedule 2 have the same meaning throughout this Licence Agreement.

## **2. Grant of Licence**

2.1 UTS grants to the Occupier a licence to:

- (a) reside in the Premises; and
- (b) use the common areas and facilities and any grounds associated with the Occupier's Residence in conjunction with other Occupiers,

on the terms and conditions set out in this Licence Agreement.

2.2 The Licence is personal to the Occupier and the Occupier's rights are only contractual.

2.3 This Licence does not give the Occupier any estate or interest in all or part of the Premises.

2.4 UTS Housing, may, in its absolute discretion, relocate the Occupier to alternate premises, either temporarily or permanently, if UTS Housing, acting reasonably, considers that the relocation of the Occupier is necessary for the good order and management of the UTS Student Residence. If reasonable and appropriate, the Manager, UTS Housing or nominee, will make any consequential adjustments to the Licence Fee. If the Occupier is relocated to accommodation that is a non- UTS Housing Residence, the Occupier agrees to behave in a lawful and reasonable manner.

## **3. Term**

This Licence Agreement starts on the Commencement Date and ends on the Expiry Date unless terminated earlier in accordance with clauses 18 or 19 of this Licence Agreement.

## **4. UTS Housing Rules**

4.1 The Occupier must comply with the UTS Housing Rules and all reasonable directions given by UTS Housing staff and UTS Security.

4.2 Failure to comply with clause 4.1 may result in termination of the Licence Agreement pursuant to clause 19.

4.3 The Occupier acknowledges and agrees that he or she has received and read a copy of the UTS Housing Rules prior to signing this Licence Agreement.

## **5. Condition of Premises**

5.1 UTS makes the Premises available to the Occupier in the condition set out in the Room Inventory and Condition Report.

- 5.2 The Occupier must inspect the Premises, complete the Occupier's section of the Room Inventory and Condition Report, accept and return the Room Inventory and Condition Report to UTS Housing within 3 days of the Occupier moving in to the Premises.
- 5.3 If the Occupier fails to complete the Room Inventory and Condition Report in accordance with clause 5.2, then, unless the Occupier, acting reasonably, has provided details of the reason for not accepting, UTS Housing will deem that the Occupier has agreed with the condition of the Premises as specified on the Room Inventory and Condition Report.
- 5.4 The Occupier agrees that the Occupier will:
- (a) keep the Premises and associated common areas in a clean and tidy state at all times; and
  - (b) notify UTS Housing or UTS Security immediately of any loss, damage, defect or hazard (eg; gas leaks, exposed wires, blocked or overflowing toilets, broken windows or water pipes) to the Premises or the Occupier's Student Residence that poses a health or safety risk.

## **6. Licence Fee**

- 6.1 The Occupier agrees to pay the Licence Fee in accordance with this clause 6.
- 6.2 At least 10 Business Days prior to the Commencement Date, the Occupier must complete, sign and return the Residential Fee Payment Option Form to UTS Housing.
- 6.3 The Occupier must pay the Licence Fee to UTS:
- (a) by direct debit authority drawn from the Occupier's Australian Bank Account and paid into the UTS Bank Account; or
  - (b) by one lump sum payment by credit card, EFTPOS, bank cheque or Australian money order payable to UTS (either for the entire semester or for a full year),
  - (c) or as otherwise agreed in writing by UTS,
- and as specified in the Residential Fee Payment Option Form.
- 6.4 If the Occupier fails to pay the Licence Fee in accordance with the Residential Fee Payment Option Form, and the Occupier's account falls in arrears, the outstanding Licence Fees will be treated as a debt owing to UTS and clause 21 will apply. This will entitle UTS Housing to place a mark on the Occupier's student record until such time as the outstanding account is paid in full and take the actions outlined in clause 21.
- 6.5 The Licence Fee includes water, gas and electricity, and cleaning of common areas of the Student Residence unless otherwise specified in Schedule 2.

6.6 At the date of this Licence Agreement, the Licence Fee is GST free under s.38-250 of A New Tax System (Goods and Services Tax) Act 1999.

6.7 The Licence Fee does not include telephone costs. This cost is the responsibility of the Occupier.

## **7. Adjustment of Licence Fee**

7.1 The Licence Fee and any adjustments to the Licence Fee are set by the UTS Council on an annual (calendar year) basis and may be increased annually by up to a maximum of the higher of:

(a) CPI plus 1%; or

(b) 4%.

7.2 Any adjustments to the Licence Fee under clause 7.1 will take effect at the commencement of a subsequent licence agreement.

## **8. Security Deposit**

8.1 The Occupier must pay the Security Deposit to UTS on, or before, the Commencement Date by one of the payment methods set out in clause 6 of this Licence Agreement. The Security Deposit will be held by UTS in a bank account for the term of this Licence Agreement.

8.2 The Occupier acknowledges that the Occupier is not entitled to any interest that accrues on the Security Deposit.

8.3 Subject to UTS's rights under this Licence Agreement, UTS will refund the Security Deposit to the Occupier's bank account, or as otherwise agreed, within 21 to 28 days of expiry or termination of this Licence Agreement.

8.4 UTS is entitled to retain some or all of the Security Deposit to ensure that the financial obligations of the Occupier under this Licence Agreement are met, including, the Occupier's responsibility for property damage. If UTS uses the Security Deposit to make good property damage caused by the Occupier, UTS will provide the Occupier with appropriate evidence to substantiate UTS's claim.

8.5 The Occupier must not use the Security Deposit to pay the Licence Fee owing on expiry or termination of this Licence Agreement.

## **9. No Sub-licensing**

9.1 The Occupier must not at any time or for any reason, whether temporarily or otherwise:

(a) sub-license, assign, or part with possession of the Premises (and/or, if applicable, the Car Space) to a third party; or

- (b) co-habitat with a partner or allow or enable a third party to occupy the Premises at any time,

other than in accordance with the UTS Housing Rules.

9.2 For the avoidance of doubt, "sub-license" includes providing another person with the Occupier's Access Device thereby enabling that person to occupy and/or use the Premises. Failure to comply with this obligation may result in immediate termination of this Licence Agreement and eviction from the Premises.

9.3 Failure to comply with this clause 9 will be treated as a breach of this Licence Agreement not capable of being remedied and may result in termination of the Licence Agreement pursuant to clause 19.

## **10. Locks, Access Devices and Security**

10.1 Access Devices issued to the Occupier by UTS Housing must remain in the custody of the Occupier at all times and must not be provided to any other person for any reason unless authorised in writing by UTS Housing.

10.2 If the Occupier loses any or all of the Access Devices issued by UTS Housing, the Occupier must report the matter immediately to UTS Housing or UTS Security. The Occupier will be responsible and liable to pay for the cost of:

- (a) replacing any issued Access Devices lost, damaged or misplaced; and
- (b) replacing or repairing any door locks to the Premises including the cost of replacing new Access Devices for all Occupiers impacted.

10.3 If required, the Occupier will cooperate with the audits of locks and Access Devices conducted from time to time by UTS Housing staff and UTS Security and cooperate with random checks of the Occupier's Access Devices and ID and Guests' ID.

10.4 The Occupier acknowledges that UTS has installed Closed Circuit (CCTV) for the safety of staff, students and visitors and for the protection of property and buildings and that while on UTS and UTS Housing premises, the Occupier may be subject to such surveillance and to lock interrogation reports.

## **11. Use of Premises and Conduct**

11.1 The Occupier must at all times comply with the UTS Housing Rules, UTS Policies and Directives and UTS Student Rules relating to health and safety, the proper conduct of UTS students and the efficient operation and administration of UTS Housing.

11.2 The Occupier must not cause, or permit the Premises or common areas in the Occupier's Residence to be used or occupied in any way or for any purpose which causes or is likely to cause unreasonable nuisance to, or interfere with the peace, comfort and privacy of any other



Occupier or person in or near the Occupier's Residence or common areas.

- 11.3 The Occupier must not threaten abuse, intimidate or harass any member of UTS Housing staff, neighbours of the Occupier's Residence, contractors, tradespersons or other Occupiers
- 11.4 The Occupier must not conduct a business of any kind in the Premises, nor engage in any illegal, riotous or noisy conduct, practices or behaviour including any such conduct, practices or behaviour which may bring UTS Housing or UTS into disrepute, or is in the opinion of UTS Housing, prejudicial to the wellbeing of other Occupiers.
- 11.5 Failure to comply with this clause 11 may result in termination of the Licence Agreement pursuant to clause 19.

## **12. Alarms and Fire Safety Equipment**

- 12.1 Under no circumstances will the Occupier remove, interfere with or obstruct any smoke alarm or any other fire safety equipment within the Premises or the UTS Student Residence. The Occupier will participate in fire drills arranged by UTS Housing.
- 12.2 The Occupier is liable to pay for the cost of any false fire alarm attendances triggered by the Occupier or the Occupier's Guest.
- 12.3 Failure to comply with this clause 12 may result in immediate termination of this Licence Agreement.

## **13. Guests**

- 13.1 In addition to the UTS Housing Rules relating to Guests, the following conditions also apply:
- (a) the Occupier may be liable to pay a fine for any unauthorised overnight Guest of the Occupier; and
  - (b) the Occupier is responsible for the behaviour and conduct of his or her Guest(s) and will be liable for any costs resulting from damage to UTS Housing property caused or contributed to by an Occupier's Guest or invitee.
- 13.2 UTS Housing may require a Guest or invitee to vacate the Occupier's Residence and UTS Housing premises in its absolute discretion.

## **14. Inspection and Access**

- 14.1 UTS Housing will endeavour to give the Occupier reasonable notice of any intention to enter the Premises for purposes such as showing the Premises to a prospective Occupier, carrying out inspections, repairs and renovations, removal of furniture and cleaning although UTS Housing is not obliged to. For these purposes, UTS Housing staff will hold the necessary access devices.

14.2 UTS Housing staff may enter and/or search the Premises without notice to the Occupier where:

- (a) there are reasonable grounds to believe there is a likelihood of risk to either the Occupier or another person or to UTS Housing property;
- (b) the Occupier has been reported absent from the Occupier's Residence for 48 hours and has not advised UTS Housing of their intended absence;
- (c) there are reasonable grounds to believe the Occupier has abandoned the Premises;
- (d) there are reasonable grounds to believe the Occupier has engaged in unauthorised or illegal activities; or
- (e) scheduled or emergency maintenance of the Premises is required.

## **15. Alterations, additions and decorating**

15.1 The Occupier must not without the consent of UTS Housing make any alterations or additions to the Premises including:

- (a) the construction of any partition to the Premises or to any room, apartment or common areas;
- (b) placing or affixing any satellite dish, antenna or other device to any part of any UTS Residence; or
- (c) installing cables between the Premises and any rooms, apartments of UTS Student Residence.

15.2 The Occupier must not without the consent of UTS Housing, permanently or temporarily remove any item of furniture, fixture, fitting or other effect belonging to UTS from the Room or any room, apartment or common area of the UTS Student Residence.

15.3 The Occupier must not remove windows or screens from windows, fire escapes, doors or other exterior parts of the UTS Student Residence.

## **16. Liabilities and indemnities**

16.1 The Occupier agrees to occupy and use the Premises at the Occupier's risk.

16.2 The Occupier is responsible for all personal injury, property damage (subject to fair wear and tear), theft or for any other loss, costs, fees and charges arising directly or indirectly from the use by the Occupier (including the Occupier's Guests and visitors) of the Premises, common areas/facilities or parking at the UTS Student Residence, including any consequential loss (Loss and Injury) except to the extent caused by UTS's act or omission. The Occupier agrees to indemnify UTS against all such Loss and Injury.

16.3 The Occupier releases UTS from any claim or liability that UTS incurs in connection with the following:

- (a) any act or omission of any other Occupier or any other person in the Premises (whether there lawfully or not) in relation to this Licence Agreement, except to the extent caused by UTS's act or omission;
- (b) any malfunction, breakdown, interruption or failure in relation to the supply of services to the Premises, common areas, facilities or in relation to the electrical or fire equipment or any other plant, equipment or machinery in or serving the Premises and the common areas/facilities; and
- (c) any accident, damage or malfunction affecting the Premises and common areas/facilities including, without limitation, any blocked drains, pipes or conduits, any overflow of water or any break in wires or cables.

16.4 If the Occupier or the Occupier's Guests and visitors cause damage to the Premises, common areas/facilities or parking at the UTS Student Residence, UTS will repair or replace the damaged property (if the damaged property is incapable of repair) and then issue the Occupier with a demand for payment of the amount expended by UTS acting reasonably (Demand).

16.5 The Occupier must pay the amount specified in the Demand:

- (a) no later than 30 days after receiving the Demand; or
  - (b) prior to expiry or termination of this Licence Agreement,
- whichever occurs first.

16.6 If the Occupier denies responsibility for the property damage, UTS will allocate the cost of repairs and/or replacement as follows:

- (a) the Occupier pays for damage to the Room;
- (b) the Occupier pays for damage to the Apartment or common areas/facilities at the Occupier's Residence jointly and severally with the other Occupiers of the damaged area(s).

16.7 The Occupier is responsible for contents insurance for the Occupier's personal property. The Occupier acknowledges that UTS is not responsible for any losses through theft, robbery or damage.

## **17. Breach of Licence Agreement**

17.1 A breach of this Licence Agreement by the Occupier will be dealt with in accordance with the UTS Housing Rules and may result in termination of the Licence Agreement. UTS may also refer any Breach to the Director, Governance Support Unit to be dealt with under the UTS

Student Rules.

## **18. Termination by Occupier before Expiry Date**

18.1 If the Occupier wishes to terminate the Licence Agreement before the Expiry Date, the Occupier must notify UTS Housing in writing of their intention to terminate the Licence Agreement, giving UTS Housing no less than 2 weeks' notice and the Occupier must continue to pay the Licence Fee until the earlier of:

- (a) the expiry of the Licence Agreement; or
- (b) the commencement date of a new licence agreement between a replacement occupier and UTS Housing for the Premises.

UTS Housing must first consider any applicants on the waiting list to become a replacement occupier and will otherwise take reasonable steps to find a replacement resident. If there are no applicants on the waiting list, the Occupier may seek to find a replacement occupier and UTS Housing must act reasonably in considering the proposed replacement occupier.

The conditions under this clause 18 apply regardless of the reasons for termination.

## **19. Termination by UTS before Expiry Date**

19.1 UTS may terminate this Licence Agreement prior to the Termination Date by written notice to the Occupier effective on the date of the notice if :

- (a) the Occupier breaches its obligations under this Licence Agreement (including a breach of the UTS Housing Rules) and UTS has given the Occupier a notice in writing specifying the breach and a reasonable time period within which the breach is to be remedied and the Occupier has failed to remedy the breach to UTS's reasonable satisfaction within the time period specified in the notice;
- (b) commits a breach which is not capable of being remedied; or
- (c) the Licence Fee is more than four (4) weeks in arrears and UTS has issued the Occupier with an arrears notice specifying that the Licence Fee is in arrears, specifying the amount outstanding and a reasonable period of time within which payment must be made and the Occupier fails to make the payment in accordance with the arrears notice.

19.2 If UTS terminates the Licence Agreement under this clause 19, the Occupier must continue to pay the Licence Fee until the earlier of:

- (a) the expiry of the Licence Agreement; or
- (b) the date that another occupier enters into a licence agreement with UTS Housing for the Premises.

UTS Housing must first consider any applicants on the waiting list to become a replacement occupier and will otherwise take reasonable steps to find a replacement resident. If there are

no applicants on the waiting list, the Occupier may seek to find a replacement occupier and UTS Housing must act reasonably in considering the proposed replacement occupier.

## **20. End of Licence Agreement Obligations**

- 20.1 On or before the Expiry Date, or, if applicable the termination date, the Occupier must leave the Premises (and if applicable, Car Space) in a clean and habitable state in the same condition as at the Commencement Date, subject to fair wear and tear.
- 20.2 On or before the Expiry Date, or, if applicable the termination date, the Occupier must remove his or her personal property, including mailbox locks, from the Premises and common facilities or parking at the Occupier's Residence. If the Occupier does not remove his or her personal property within 24 hours of expiry or termination of this Licence Agreement, then the Licence Fee continues to accrue. UTS may, after giving 7 days' written notice to the Occupier, remove the personal property of the Occupier, which will be deemed to be abandoned, and dispose of them, at UTS's absolute discretion.

## **21. Debt Owing to UTS**

- 21.1 If the Occupier owes any money to UTS under the Licence Agreement, then in accordance with the UTS By-laws and UTS Student Rules, UTS may place a mark on the Occupier's student record. A mark on the Occupier's student record will entitle UTS in its absolute discretion to take any of the actions outlined in UTS Student Rule 4.4.1 (as updated from time to time) including withholding exam results and preventing the Occupier from graduating or re-enrolling.

## **22. Disclosure of Information**

- 22.1 The Occupier acknowledges that as a condition of this Licence Agreement, and their occupation and use of the Premises, where relevant and necessary, UTS will be permitted to share and disclose any personal or health information (including without limitation the information set out in Schedule 2) relating to the Occupier to:
- (a) external agencies and/or health care professionals (including any health care professional(s) specified in Item 14 of Schedule 2) if the disclosure is required to address serious concerns about the Occupier's health or safety; and/or
  - (b) the Occupier's Parents or Next of Kin or Designated Emergency Contact if there is a serious health or safety concern or emergency involving the Occupier (including hospitalisation); and/or
  - (c) representatives of UTS or UTS College (Insearch Limited) if the student is a student of UTS or UTS College respectively, on a need to know basis, where there is a serious health or safety concern or emergency involving the Occupier (including hospitalisation) or where there has been an incident involving the student which raises or could raise a serious health or safety concern for staff, students or other individuals in the UTS or UTS College communities respectively.

The Occupier further acknowledges that as a condition of this Licence Agreement and their occupation and use of the Premises, UTS student support services may access or share any

personal or health information relating to the Occupier, if required to address concerns about the Occupier's health or safety.

22.2 For the purposes of this clause 22:

- (a) "personal information" has the same meaning as that term in the Privacy and Personal Information Protection Act 1998 (NSW);
- (b) "health information" has the same meaning as that term in the Health Records and Information Privacy Act 2002 (NSW);
- (c) "UTS" means the University of Technology Sydney and the University of Technology, Sydney in its capacity as the provider of the UTS Housing Service.

### **23. Assignment and Novation**

23.1 UTS may, at its discretion, assign or novate its interest in this Licence Agreement without the consent of the Occupier. Upon assignment or novation of this Licence Agreement, UTS will cease to have further obligations to the Occupier under this Licence Agreement upon the assignee or novatee assuming the future obligations of UTS.

23.2 The Licence granted to the Occupier under this Licence Agreement is personal to the Occupier who must not assign or novate any interest in this Licence Agreement.

### **24. Missing persons**

24.1 The Occupier acknowledges that if UTS Housing is informed or forms a reasonable belief that the Occupier is missing, then UTS Housing will take action in accordance with the "UTS Housing Service Missing Resident Notification Procedures".

### **25. No Animals or Pets**

25.1 The Occupier must not bring any animals or pets of any kind on to any part of the UTS Student Residence unless otherwise approved in writing by the Manager, UTS Housing.

### **26. Notices**

26.1 A notice or other communication required or permitted to be given under this Licence Agreement must be in writing, and in the case of a notice or communication to the Occupier, sent to the Occupier's email address.

26.2 A notice or other communication sent by email is taken to have been given (unless otherwise proved):

- (a) if sent before 4 pm on a Business Day; on the day it is sent
- (b) if sent after 4pm on a Business Day; the next Business Day, or

- (c) if sent on a day that is not a Business Day; on the next Business Day following that day.

Notwithstanding clause 26.1, if an Occupier is an enrolled UTS student, the official form of communication with that Occupier will be via the UTS student email.

26.3 UTS may change its address for service of notices by giving notice of that change in writing to the Occupier.

## **27. Governing Law**

27.1 The terms of the Licence Agreement are governed by the laws of New South Wales and the Occupier and UTS agree to submit to the jurisdiction of the courts of New South Wales.

## **28. Miscellaneous**

28.1 A variation to the Licence Agreement is not effective unless it is in writing and signed by UTS.

28.2 This Licence Agreement consists of:

- (a) the terms and conditions (clauses 1 to 28);
- (b) the UTS Housing Rules (Schedule 1);
- (c) the licence details (Schedule 2); and
- (d) any other document expressly incorporated into the Licence Agreement.

If there is any inconsistency between the parts referred to above, the part higher in the list prevails to the extent of any inconsistency.

28.3 The Licence Agreement takes effect upon the online acceptance of the:

- (a) Licence Agreement (including the UTS Housing Rules) by the prospective Occupier; and
- (b) payment of the Security Deposit and Acceptance Fee.

28.4 If the Occupier renews this Licence Agreement, then clause 28.3 (b) will not apply and the Security Deposit provided pursuant to this Licence Agreement will continue to be held by UTS under the renewed licence agreement.

Schedule 1



# UTS HOUSING RULES

November 2024



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## 1. GENERAL

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- 1.1 These rules will be known collectively as the “UTS Housing Rules” and are made pursuant to Delegation 4.14 of the UTS Standing Delegations of Authority made by the UTS Council pursuant to s17 of the University of Technology Sydney Act 1989 (NSW).
- 1.2 These UTS Housing Rules and any amendment to these UTS Housing Rules will take effect on the day on which they are published on the UTS Housing website.
- 1.3 The UTS Housing Rules apply to all Occupiers of the UTS Housing Student Residence and their Guests.
- 1.4 The UTS Housing Rules are incorporated into and form part of the Licence Agreement between UTS and an Occupier. A breach of the UTS Housing Rules is a breach of this Licence Agreement.
- 1.5 The UTS Housing Rules must be read together with the Licence Agreement and the UTS Housing Handbook.
- 1.6 An Occupier is responsible for familiarising him/herself with the UTS Housing Rules and UTS Housing Handbook.
- 1.7 A breach of the UTS Housing Rules is considered an act of misconduct and will be dealt with in accordance with the disciplinary procedures set out in Rule 11. In addition to any action taken under Rule 11, if the Occupier is a student of UTS, the Occupier will at all times be subject to the UTS Student Rules and therefore subject to any penalties that may also be imposed for breach of the UTS Student Rules.
- 1.8 The UTS Housing Rules and UTS Housing Handbook may be amended from time to time by publication on the UTS Housing website.

## 2. DEFINITIONS

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### Definitions

In these UTS Housing Rules, the following terms have the meaning given to them below.

**Access Device/s** means an access mechanism or control device, including a UTS Student Security Identification (student ID), swipe card, code, temporary access card, and/or other key issued to an Occupier by UTS or UTS Housing, to enable access to, in or about the Student Residence.

**Apartment** means an apartment in a UTS owned Student Residence and where applicable, UTS managed privately owned accommodation.

**Guest** means a person visiting a Student Residence who is not an Occupier or UTS staff member, UTS contractor or Security entering UTS Housing in their official capacity.

**Licence Agreement** means the licence agreement between the Occupier and UTS for accommodation in the Student Residence.

**Licence Fee** means the fee payable by an Occupier under the Licence Agreement.

**Misconduct** has the same meaning as that term in the Student Rules.

**Occupier** means a UTS student with active and ongoing enrolment in subjects or time based study for the teaching period/s to which the Licence Agreement applies, or such other person approved in writing by the Director, Student Services Unit, who has entered into a Licence Agreement with UTS.

**Residential Life Staff** means UTS Housing staff administering the UTS Housing Rules together with other UTS Housing staff, and who provide pastoral care services to Occupiers.

**Residential Life Supervisor** means the UTS Housing staff member responsible for supervising the Residential Life Staff.

**Room** means an Occupier's bedroom.

**Rule** means a UTS Housing Rule.

**Security** means the UTS Security Services.

**Student Residence/s** means the UTS student residence located at 702 - 730 Harris St, Ultimo, NSW 2007 described as Yura Mudang;

**Studio** means a studio apartment in a Student Residence.

**Sublicence** means to permit or allow a person, other than the Occupier to enjoy the rights granted to that Occupier under the Licence Agreement, whether temporarily or otherwise (unplanned Guest excepted).

**UTS** means the University of Technology Sydney

**UTS Council** means the governing authority of UTS established under the University of Technology Sydney Act 1989 (NSW).

**UTS Housing** means the UTS housing service which provides accommodation and related support services to Occupiers in the Student Residence and which assists with accommodation

needs of prospective UTS students.

**UTS Housing Handbook** means the UTS Housing handbook applying to the Student Residence and provided to each Occupier upon execution of a Licence Agreement and which may be amended by notice to the Occupier provided any amendment may not materially detract from the Occupier's rights under the Licence Agreement.

### **3. GENERAL CONDUCT OF OCCUPIERS**

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- 3.1 An Occupier must not, or permit a Guest to, engage in any conduct or activity, in or about any Student Residence, that:
- (a) may pose a threat to the health or safety of persons,
  - (b) is anti-social and/or interferes with the rights or wellbeing of others (eg; physical violence, verbal abuse, any form of harassment or vilification, obscene or harassing telephone calls, emails, social media, blogs, posters, banners, images etc.);
  - (c) causes loss of, or damage to property; or
  - (d) breaches any provision of the Licence Agreement, or any Rule, policy or regulation of UTS or any applicable law or regulation.

#### *Noise and Disturbance*

- 3.2 An Occupier must not make, or permit their Guests to make, any disturbing noise or other nuisance whilst in or about the Student Residence (including in or about the immediate adjacent public areas) that is likely to interfere with the peaceful enjoyment of others, including neighbours of the Student Residence.
- 3.3 Occupiers and Guests must observe the specific quiet hours, curfews, or temporary restrictions established by UTS Housing,

#### *Privacy*

- 3.4 An Occupier must not for any reason make or permit their Guests to make, or attempt, or permit their Guests to attempt to make or use audio and/or visual recording (e.g. videoing, photographing) of other Occupiers or Guests or UTS staff or Security without having first obtained their specific permission.

### **4. SECURITY AND SAFETY**

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#### *Identification*

- 4.1 For security and safety reasons, whilst on Student Residence' premises, Occupiers must always carry their UTS student ID cards and Guests must carry a valid ID, such as a driver's

licence or passport. Upon request by Security, UTS Housing staff or other UTS staff, such ID must be produced.

*Following reasonable directions*

4.2 An Occupier must follow the reasonable direction of UTS staff and Security.

*Notify Absence from Student Residence*

4.3 If an Occupier is going to be absent from the Student Residence for any reason for more than 48 hours, he or she must notify and leave an emergency contact number with one other Occupier in their Student Residence and UTS Housing staff, in case UTS Housing and/or the Occupier's family need to contact him or her urgently during this time.

*Access devices and Locks*

4.4 All Access Devices to a Student Residence or in or about a Student Residence or garage remain the property of UTS and must be returned (excluding the UTS student ID), in person, by the Occupier to the UTS Housing office or Security (for after hours) on expiry or termination of the Licence Agreement.

4.5 If an Occupier fails to hand in their Access Device in accordance with Rule 4.4, UTS Housing may impose a fine on the Occupier.

4.6 An Occupier must not:

- (a) use or take possession of an Access Device that is not their own Access Device;
- (b) allow any other person, including any other Occupier, to use their Access Device;
- (c) duplicate, tamper with, or alter an Access Device in any way;
- (d) attempt to use their Access Device to access an Apartment/Studio or Room door of other Occupiers;
- (e) remove, tamper with, change, install, replace, tape or jam any locks, window restrictors or door closers or
- (f) obstruct, keep unlocked or prop open any doors (including external doors).

4.7 An Occupier must immediately report lost or stolen Access Devices to the other Occupiers of the Apartment and to the UTS Housing, or, if after hours, to Security so that safety measures can be put in place.

4.8 Occupiers must cooperate with any audit of locks and Access Devices carried out by UTS Housing or Security.

*Entry to Student Residence, Apartments, Studios and Rooms*

- 4.9 Occupiers must not enter any other Apartment, Studio or Room without consultation with the relevant Occupier(s).
- 4.10 Subject to Rule 9.4, Occupiers must not permit use of, or Sublicense their Apartment, Room or Studio to any other person without the prior written approval of UTS Housing. Occupiers must only enter a Student Residence, Apartment, Studio or Room via the main entry doors.
- 4.11 To ensure the safety of all within the Student Residence, each Occupier is expected to ensure that no person follows them into the Student Residence without authority to do so. Occupiers must immediately report any instance of unauthorised access or attempted unauthorised access or any suspicious activity to UTS Housing or Security.
- 4.12 Occupiers must not attempt to enter or access any closed or restricted access common areas or facilities within the Student Residence.

## **5. FIRE EQUIPMENT AND SAFETY**

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- 5.1 Occupiers must familiarise themselves with the evacuation procedures which are posted on the official noticeboards within each Student Residence and/or on the back of each Apartment/ Studio door.
- 5.2 In the event of a fire alarm, all Occupiers and Guests must follow the UTS Housing evacuation procedures.
- 5.3 Occupiers are strictly prohibited from:
- (a) activating, without reasonable cause the fire alarm systems;
  - (b) damaging, covering or tampering with fire safety equipment; or
  - (c) discharging fire safety equipment, except for discharging in the case of fire or the reasonable threat of a fire being present.
- 5.4 Occupiers must ensure Guests do not tamper with or misuse fire safety equipment including covering, removing or deliberate deactivation of smoke detectors and alarms.
- 5.5 An Occupier must pay the costs associated with the:
- (a) deliberate, negligent or careless activation of fire safety equipment by an Occupier or an Occupier's Guest; and/or
  - (b) replacement, reinstatement or repair of fire safety equipment resulting from the misuse of fire safety equipment by an Occupier or an Occupier's Guest; and/or

- (c) call out of Security or NSW Fire and Rescue and/ or fire safety contractors as a result of the conduct set out in Rules 5.5(a) and 5.5(b) above.

5.6 For safety and security reasons, Occupiers must not prop open at any time, external, vestibule or fire escape doors.

5.7 Where it is indicated that a fire escape door is for use in case of an emergency only, an Occupier must not use that fire escape door for any purpose other than for escape from fire or threat of fire. An exception to this Rule is use of the fire escape doors: between levels 8 to 21 in Yura Mudang.

## **6. HEALTH AND SAFETY**

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### *Prohibited items and products*

6.1 For health and/or safety reasons, Occupiers must not for any reason have or permit a Guest to have the following items and/or products into the Student Residence:

- (a) toxic or flammable materials and chemicals, including solvent-based cleaning products, petrol, kerosene and the like;
- (b) open-flame devices, including candles, fireworks, incense burners and smoking devices including shisha pipes and vapes;
- (c) torchière-style halogen lamps and ultraviolet tanning lamps;
- (d) refrigerators, air-conditioners or heaters and other electrical appliances other than those installed or approved in writing by UTS Housing;
- (e) electric blankets;
- (f) projectile devices, weapons, including replica weapons;
- (g) barbeques or cooking devices except as approved in writing by UTS Housing; or
- (h) any other items that may pose a health and/or safety risk to Occupiers, Guests UTS staff or any other person in or about the Student Residence.

### *Appliances in Student Residence*

6.2 Occupiers must only bring and use small appliances (such as hair grooming appliances, CD players, fans) into the Student Residence that are safe and energy efficient and approved by UTS Housing. If required by UTS Housing the Occupier must have his or her appliance Portable Appliance Tested/ Electrical Tag and Tested at the Occupier's cost.

6.3 In the event of a fire or other damage caused by an Occupier's use of any appliance, item or substance, the Occupier must pay the cost of attendance by NSW Fire and Rescue as well as

the costs of any damage whatsoever and any other financial loss incurred by UTS as a result of the incident.

- 6.4 Electrical vehicles such as e-scooters, hover-boards and electrical bikes etc. cannot be stored in rooms. They must be stored in the bike store and must not be left charging unsupervised.

#### *No Smoking*

- 6.5 Occupiers and Guests must not smoke or vape in any internal or outdoor areas of the Student Residence (including all common areas, balconies, internal and external thoroughfares and stairwells) unless the area has been designated as a smoking area by UTS Housing. If an Occupier or an Occupier's Guest breaches this Rule 6.4, the Occupier may incur a fine or cleaning costs in addition to any other penalty under Rule 12.4.

#### *Communicable diseases*

- 6.6 An Occupier must immediately notify UTS Housing of any communicable disease, such as tuberculosis (TB), hepatitis A, B & C, meningococcal, tuberculosis measles, chicken pox, bird flu or swine flu.

## **7. HEALTH AND HYGIENE**

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#### *Clean, hygienic and tidy*

- 7.1 An Occupier must ensure that he or she keeps his or her Room, Apartment or Studio clean, tidy and habitable at all times and that the Occupier adopts personal hygiene habits that are generally considered fair and reasonable in a shared living context.
- 7.2 An Occupier must:
- (a) store food in appropriate containers or wrappings to minimise odours and pest infestations;
  - (b) sort and recycle material appropriately and dispose of garbage promptly without letting it accumulate in the Room, Apartment or Studio; and
  - (c) when required, remove personal items in the shower recess, lounge, kitchen bench tops and sink to allow for cleaning by UTS Housing cleaners.
- 7.3 An Occupier must not:
- (a) put anything down any sink, toilet or drain likely to cause damage or obstruction; e.g. paper towel, sanitary napkins, condoms etc.;
  - (b) bring additional furniture or furnishings in to the Student Residence without the prior approval of UTS Housing as all unauthorised furniture and/or furnishings will be removed



from the Student Residence at the Occupier's expense; or

- (c) hang clothing, sheets, towels, rugs, laundry or other items on or from balconies or windows.

### *Pests and Infestations*

- 7.4 An Occupier must immediately notify UTS Housing via the on-line maintenance portal of any pest infestations (e.g. ants, cockroaches, fleas, bedbugs, lice,) and infestation of bed bugs must be followed up with UTS Housing for urgent attention.
- 7.5 An Occupier must pay the cost of special cleaning and pest control for any pest infestation resulting from the Occupier's use of the Student Residence (eg; poor hygiene, leaving spoiled food items in cupboards, fridge, poor sanitation or garbage disposal in an Apartment, Studio or Room).

### *General maintenance issues*

- 7.6 An Occupier must not damage, or intentionally or negligently cause or permit any damage to the furniture, furnishings, walls, tiles, surfaces, appliances or items provided by UTS Housing to any part of the Student Residence.
- 7.7 An Occupier must immediately notify UTS Housing of any loss, damage, hazard or defect that poses a health or safety risk (eg; gas leaks, exposed wires, blocked or overflowing toilets, broken windows or water pipes, fire) to UTS Housing or Security.
- 7.8 An Occupier must notify UTS Housing of all maintenance issues and/or requests in a timely manner to ensure that no further damage occurs to the Student Residence, the Occupier's property or to the Occupier.

## **8. USE OF FACILITIES**

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- 8.1 An Occupier must not:
  - (a) attempt to scale, climb or access restricted/fenced-off areas;
  - (b) obstruct the authorised use of areas by any person;
  - (c) misuse, cause any damage to, or deface any structure; or
  - (d) use language or behave in a manner likely to cause offence to other Occupiers or their Guests; or.
  - (e) remove any furniture, fixture, fittings or other items belonging to UTS.

### *Common Areas – general*

8.2 After using common areas, an Occupier must reinstate all furniture to their original position and remove and dispose of any rubbish.

8.3 An Occupier must ensure that his or her Guests do not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers or Guests using the common areas.

#### *Lifts*

8.4 For safety reasons, Occupiers and Guests must comply with lift loading capacity specifications as stated inside the lift, and, if requested to do so, follow the directions of UTS Housing or Security regarding use of UTS Housing lifts.

8.5 Occupiers and Guests must not deface or cause damage to the UTS Housing lifts.

#### *Use of Study and Computer Labs*

8.6 The study and computer labs are deemed to be quiet areas for the purposes of study. Only Occupiers and UTS staff are permitted to use the study labs. Occupiers must not:

- (a) permit their Guests to use the study labs;
- (b) consume or take food or drinks into the study lab (bottled water excepted);
- (c) download movies or use any site requiring a large bandwidth;
- (d) download, view or store obscene or offensive material;
- (e) attempt repairs or modifications on equipment or software;
- (f) use mobile phones or other devices that disturb or annoy other Occupiers;
- (g) connect unauthorised equipment to any UTS computer or network; or
- (h) use more than one computer at a time.

#### *Use of Theatre and Music Room (Yura Mudang)*

8.7 Occupiers must not:

- (a) consume food or drinks in either area unless it is a UTS Housing authorised event; or
- (b) remove or tamper with any equipment or instruments.

### *Sport and Recreational Equipment*

- 8.8 Occupiers must not store their bicycles in areas other than those areas designated for bicycles and must not ride or store bicycles within any Room, Apartment or Studio, common area, or affix a bicycle to any Student Residence building fixture / supports.
- 8.9 Occupiers must not use sport and recreational equipment, such as skateboards, rollerblades, frisbees, balls, hockey sticks and the like, (other than equipment supplied by the UTS for use in the Student Residence common rooms) within any area of the Student Residence including Rooms, Apartments or Studios, common areas, lifts or hallways and public access points (driveways, thoroughfares).

### *Parking spaces*

- 8.10 There are no parking spaces available for Occupiers or Guests.

### *Use of Student Residence for business purposes*

- 8.11 Occupiers must not use any part of a Student Residence, or a Student Residence address or telephone number for business purposes, including, for tutoring UTS or non-UTS students, without the prior written approval of UTS Housing.

### *Solicitation, sales and promotion*

- 8.12 An Occupier or Guest must not solicit, sell or promote any good or service within Student Residence, without the prior written approval of UTS Housing.

### *Proselytising*

- 8.13 Occupiers or Guests must not proselytise or engage in intrusive religious recruitment activities in the Student Residence.

### *Signs and Banners*

- 8.14 Occupiers or Guests must not post signs, posters, notices or any other type of publication on Student Residence noticeboards or hang banners, flags and signs from, or posted on, internal or external walls, balconies or other surfaces without the approval of UTS Housing.

### *Damage to lawns, plants*

- 8.15 Occupiers or Guests must not sit on, climb or jump over any safety barriers, garden beds, fencing or walls or damage any lawn, garden, tree, shrub plant or flower within the Student Residence

## **9. GUESTS, SOCIAL GATHERINGS AND ALCOHOL**

## *Guests*

- 9.1 Subject to Rule 9.4, an Occupier must obtain UTS Housing approval for all overnight Guests. The Occupier may be subject to the payment of a fine for any unauthorised overnight Guests.
- 9.2 Prior to applying to UTS Housing Service for approval of an overnight Guest, the Occupier must first obtain the consent of the other Occupiers of the Apartment. (See procedures set out in the UTS Housing Handbook).
- 9.3 An Occupier must not have:
- (a) more than 1 overnight Guest per visit;
  - (b) overnight Guests for more than 25 nights in any six (6) month period starting from the commencement of the Licence Agreement (includes an unplanned overnight Guest);
  - (c) more than 3 overnight Guests per calendar week;
  - (d) a Guest stay for more than 3 consecutive nights, including by being the Guest of another Occupier consecutively within the Student Residence;
  - (e) overnight Guests during the 2 weeks prior to the commencement of each semester, the week prior to a final examination period or during an official examination period;
  - (f) more than 3 non-overnight Guests visiting the Student Residence daily;
  - (g) a non- overnight Guest admitted to a Student Residence after midnight;
  - (h) subject to clause 9.4, a non-overnight Guest in a Student Resident between 1am and 7am; or
  - (i) Guests who have been prohibited from entering any UTS Student Residence.
- 9.4 An Occupier arriving with one Guest after midnight will be considered an overnight Guest and on such occasion the Occupier and the Guest will be required to sign in on entry to the Student Residence.
- 9.5 The Occupier must ensure that an overnight Guest resides in the Occupier's Room and does not sleep in the common areas or in any other part of the Occupier's Apartment or the Student Residence.
- 9.6 The Occupier must remove extra bedding used to accommodate a Guest from the Room/Apartment/Studio after use.
- 9.7 Occupiers must ensure their Guests comply with the UTS Housing Rules while in or about the Student Residence and do not cause any disturbance, damage or loss to UTS or Occupiers'

property. Occupiers must ensure that their Guests do not spend extended periods of time without their host Occupier in the common areas of the Student Residence.

### *Social Gatherings*

- 9.8 Occupiers hosting a social gathering in the common areas of the Student Residence must ensure that a minimum of 80% of the persons attending are Occupiers.
- 9.9 The maximum number of Occupiers and Guests in an Apartment, Room or Studio must not exceed 15 persons at any time.
- 9.10 A social gathering attended by more than 15 Occupiers and Guests must be held in the common areas of a Student Residence (and not within an Apartment, Studio or Room).
- 9.11 An Occupier must obtain the prior written approval of UTS Housing at least 3 working days prior to the event, for social gatherings of 15 or more persons.
- 9.12 Occupiers must comply with UTS Housing caps on:
- (a) the total number of Occupiers and Guests at social gatherings,
  - (b) the total number of social gatherings permitted on the same day and/or at the same time,
- as specified in the UTS Housing Handbook.
- 9.13 Occupiers are not permitted exclusive use of common areas or facilities for private social gatherings.
- 9.14 Occupiers must not promote, or make public, unauthorised social gatherings on social media.
- 9.15 Occupiers hosting social gatherings must clean up, remove and dispose of any rubbish at the end of the social gathering and reinstate all furniture to its original position.
- 9.16 Occupiers must comply with the directions of UTS Housing staff or Security regarding noise levels and the behaviour of Occupiers and Guests at social gatherings.
- 9.17 Social gatherings must not be held during UTS examination periods.

### *Alcohol*

- 9.18 Occupiers and Guests must not:
- (a) take or consume alcohol in the common areas of the Student Residence from 10pm to 7am unless authorised by UTS Housing;
  - (b) engage in binge or excessive alcohol consumption within the Student Residence;

- (c) engage in drinking games and competitions which encourage excessive alcohol consumption;
- (d) walk between Apartments or Studios with open alcoholic drinks;
- (e) serve or possess large quantities of alcohol;
- (f) consume alcohol if less than 18 years of age; or
- (g) provide alcohol to anyone who is less than 18 years of age.

9.19 Occupiers must comply with alcohol free zones or alcohol free periods introduced by UTS Housing from time to time;

9.20 Occupiers must ensure that non-alcoholic drinks are made available at all social gatherings, parties, events and functions.

## **10. NO ANIMALS OR PETS**

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10.1 The Occupier must not bring any animals or pets of any kind on to any part of the UTS Student Residence (other than registered assistance dogs) unless otherwise approved in writing by the Manager, UTS Housing.

10.2 An Occupier will notify UTS Housing if the Occupier or a Guest needs to bring a registered assistance dog on to UTS Housing premises.

## **11. APPROVALS**

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11.1 An “approval” under these Rules includes a consent or authorisation.

If an approval from UTS Housing is required under a Rule, the request for approval must be in writing and addressed to UTS Housing via email at [housing.service@uts.edu.au](mailto:housing.service@uts.edu.au).

## **12. BREACH OF THE RULES AND PENALTIES**

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12.1 Rule 12 sets out the penalties that may apply for breaches of the UTS Housing Rules. For the purpose of these UTS Housing Rules, “Breach” means a breach of the Licence Agreement including the UTS Housing Rules. The examples of Breaches below are a guide as to the penalties for specific cases of Breaches and the circumstances in which specific penalties are appropriate. The scale of penalties is not intended to be prescriptive and the Manager, UTS Housing or nominee may need to adjust the penalty in individual cases according to the

circumstances of a particular case. The penalties are generally graded according to severity.

A Breach of UTS Housing Rules may constitute Misconduct under the UTS Student Rules and be referred to the Director, Governance Support Unit to be dealt with under the UTS Student Rules.

12.2 If an Occupier is suspected of having committed a Breach of the UTS Housing Rules, the Manager, UTS Housing or nominee, acting reasonably, may direct that Occupier to attend UTS Student Services (health and counselling services). A report from the UTS Health and Counselling Service may be used by the Occupier as evidence of mitigating circumstances regarding the suspected Breach.

12.3 One or more of the following penalties may apply for a Breach of the UTS Housing Rules.

|           | <b>Penalty</b>  | <b>Example of Breaches</b>   |
|-----------|---|--|
| <b>1.</b> | Immediate termination of the Licence Agreement and permanent exclusion from UTS Housing.  | <ul style="list-style-type: none"> <li>• Participating in, or permitting illegal activity.</li> <li>• Intentionally endangering one's own life or threatening or endangering the life of another person.</li> <li>• Misusing with or tampering with fire safety equipment</li> <li>• Serious acts of vandalism to UTS property.</li> <li>• Acts of violence.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>  |
| <b>2.</b> | Immediate termination of Licence Agreement and exclusion from UTS Housing for a specified period of time This may include prohibition on entering any UTS Housing property. | <ul style="list-style-type: none"> <li>• Giving the Occupier's Access Device to another person and/or allowing another person to occupy the Occupier's Apartment or Room without authorisation from UTS Housing.</li> <li>• Serious inappropriate behaviour, such as serious harassment, vilification or threats of violence.</li> <li>• Acts of vandalism to UTS property.</li> <li>• Throwing of objects or any substance from the UTS properties</li> <li>• Accessing restricted or prohibited areas of UTS Housing.</li> <li>• Repeated noise, disturbance and/or annoyance of other Occupiers or neighbours of the Student Residence.</li> <li>• Repeated incidents involving an Occupier where there has been previous warning/s or penalties imposed.</li> <li>• Following the issue of a final written warning. For serious Breaches, a final written warning may be issued to an Occupier at any time without that Occupier having received any previous warnings.</li> </ul> |

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|    |   | <ul style="list-style-type: none"> <li>• Failure to pay the Licence Fee in accordance with the Licence Agreement.</li> <li>• Exclusion or suspension from UTS.</li> <li>• Ceasing to be an Occupier as defined under these UTS Housing Rules.</li> </ul>   |
| 3. | Relocation to another room in the same or in other UTS Housing or external accommodation.   | <ul style="list-style-type: none"> <li>• Inappropriate behaviour such as harassment, discrimination, threats of violence.</li> <li>• Irreconcilable flatmate dispute including in circumstances where the dispute does not constitute a Breach under these UTS Housing Rules.</li> <li>• Three or more written warnings.</li> </ul>  |
| 4. | Costs   | <ul style="list-style-type: none"> <li>• Deliberate or false activation of a fire alarm or damage to fire safety equipment including replacement, reinstatement or repair.</li> <li>• Replacement cost for damage to property.</li> <li>• Restitution for reasonable costs incurred in lengthy inquiries and consultation or support for the aggrieved parties.</li> </ul> |
| 5. | <p>Fines</p> <p>Up to \$350.00 per Breach except for permitting or allowing another person to occupy the Occupier's Apartment or Room without authorisation from UTS Housing which attracts a fine of up to \$100 per day for each day that the Occupier permits or allows a person to occupy the Occupier's Apartment or Room without authorisation from UTS Housing See definition of "Sublicense" on page 3 of these Housing Rules</p> | <ul style="list-style-type: none"> <li>• Breach of any Rule</li> </ul>   |
| 6. | Suspension of privileges such as hosting a Guest or social gatherings.  | <ul style="list-style-type: none"> <li>• Breach of the Guest rule.</li> <li>• Breach of noise and social gatherings rules.</li> <li>• Binge drinking.</li> </ul>   |



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| 7.  | Decline re-application or not extend the term of the Occupier's Licence Agreement | <ul style="list-style-type: none"> <li>• One or more written warnings.</li> <li>• History of Licence Fees going into arrears on more than 2 occasions, or beyond 4 weeks in arrears on any one occasion.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>  |
| 8.  | Cancellation of future Licence Agreement reservations                             | <ul style="list-style-type: none"> <li>• Breach that attracts either penalty 1 or penalty 2 above.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>  |
| 9.  | Written Warning   | <ul style="list-style-type: none"> <li>• Noise, disturbance and annoyance.</li> <li>• Disruptive or unacceptable behaviour that has caused annoyance or disturbance to other Occupiers.</li> <li>• Having unregistered guests present in the Occupiers room.</li> <li>• Bringing animals, other than registered assistance dogs, into UTS Housing.</li> <li>• Breach of the smoking prohibition.</li> <li>• Breach of Guest Rule.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> <li>• For serious or repeated Breaches, a final written warning</li> <li>• may be issued to an Occupier at any time without that Occupier having received any previous warnings.</li> </ul> |
| 10. | Temporary cancellation of Access Device   | <ul style="list-style-type: none"> <li>• Failure to respond to a direction to meet with UTS Housing staff.</li> </ul>  |

### 13. ALLEGATIONS AND REPORTS OF BREACHES

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#### ***Matters referred to Residential Life Staff and/or Residential Life Supervisor***

13.1 If an Occupier or staff member becomes aware of a Breach, the matter must be reported to UTS Housing.

13.2 The Residential Life Staff or the Residential Life Supervisor will review the alleged Breach and in consultation will consider all the information provided and determine if further action is

required.

- 13.3 If the Residential Life Staff and/or Residential Life Supervisor determine that further action is required, they may contact the relevant Occupier/s to:
- (a) remind the Occupier/s of the Rules; and/or
  - (b) direct the Occupier/s to attend a meeting at UTS Housing with either the Residential Life Staff member or Residential Life Supervisor, if necessary.
- 13.4 As a result of a meeting with the Occupier/s pursuant to Rule 13.3(b) and subject to Rule 13.4, the Residential Life Staff and/or Residential Life Supervisor will:
- (a) dismiss the reported Breach; or
  - (b) direct the Occupier/s to provide a written response to the reported Breach; and/or
  - (c) make further inquiries; and/or
  - (d) inform the Occupier/s in writing of the penalty.
- 13.5 Subject to Rule 13.4, upon receipt and consideration of any further relevant information and/or the Occupier/s written response received pursuant to Rule 13.5(b), the Residential Life Staff or Residential Life Supervisor will:
- (a) dismiss the reported Breach; and/or
  - (b) inform the Occupier, in writing, of the penalty and the appeal procedures.
- 13.6 If the Occupier/s fails to respond to UTS Housing communication(s) or fails to attend a meeting, the Residential Life Staff or Residential Life Supervisor will make a decision on the reported Breach based on the available information.

***Serious Matters under penalties 1 and 2 referred to the Manager, UTS Housing.***

- 13.7 If a Breach falling under penalties 1 and 2 is referred to the Manager, UTS Housing or nominee, he or she will make inquiries to determine if further action is required. If the Manager UTS Housing or nominee determines that further action is required, he or she will contact the relevant Occupier/s to:
- (a) inform them of the existence of a reported Breach; or
  - (b) direct the Occupier/s to attend a meeting with the Manager, UTS Housing or nominee at a specified date and time; and

- (c) advise the Occupier that they may be accompanied to the meeting by a support person (other than a legal representative).

13.8 As a result of the meeting with the Occupier pursuant to Rule 13.8(b), the Manager, UTS Housing or nominee will:

- (a) dismiss the reported Breach;
- (b) direct Occupier to provide further information and/or a written response to the reported Breach; and/or
- (c) make further inquiries; and/or
- (d) inform the Occupier/s, in writing, of the penalty and appeal procedures.

13.9 Upon receipt and consideration of any further relevant information and/or the Occupier/s written response received pursuant to Rule 13.8(b), the Manager, UTS Housing or nominee will:

- (a) dismiss the reported Breach; and/or
- (b) inform the Occupier/s, in writing, of the penalty and the appeal procedures.

13.10 If the Occupier fails to respond to UTS Housing communication(s) or fails to attend a meeting, the Manager, UTS Housing (or nominee) will make a decision on the reported Breach based on the available information.

#### **14. APPEALS AGAINST PENALTIES**

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14.1 An Occupier may lodge a written appeal (“Appeal”) against the decision of the Manager, UTS Housing or nominee with the Director, Student Services Unit if penalties (1) and (2) apply.

14.2 An Occupier may lodge a written appeal (“Appeal”) against the decision of the Residential Life Staff or the Residential Life Supervisor with the Manager, UTS Housing or nominee for penalties if penalties (3) to (10) apply.

14.3 An Occupier must lodge the Appeal within 48 hours of electronic issuance of written notice of a decision.

14.4 The Appeal must set out the Occupier’s grounds for appeal.

##### ***Appeal to Manager, UTS Housing (penalties (3) to (10))***

14.5 No later than 5 working days after receiving an Appeal, the Manager, UTS Housing or nominee, in consultation with the Residential Life Supervisor/Residential life staff, will consider the

Occupier's Appeal and will:

- (a) uphold or dismiss part or all of the Appeal; or
- (b) affirm, vary or nullify a penalty in accordance with the decision reached under Rule 12.3(a).

14.6 A decision by the Manager, UTS Housing under Rule 12.3 is final.

14.7 The Manager, UTS Housing or nominee will advise the Occupier in writing of his or her decision with reasons as soon as practicable after making their decision.

***Appeal to Director, Student Services Unit (penalties (1) and (2))***

14.8 On receipt of an Appeal, the Director, Student Services Unit may decide at that point to uphold the Appeal or to convene an Appeals Committee as soon as practical to make a decision on the Appeal.

14.9 If an Appeals Committee is convened, the Appeals Committee will consist of the Director, Student Services Unit, a UTS staff member, and one other person from the UTS community, appointed by the Director, Student Services Unit, none of whom have personally made the allegation of Breach, or had input into the decision on the penalty.

14.10 The Appeals Committee may seek any further information and/or details from the Occupier or the Manager, UTS Housing or nominee as it sees fit.

14.11 The Appeals Committee may convene further meetings with the Occupier, Manager, UTS Housing or other involved parties, if required.

14.12 The outcome of the Appeals Committee will be based on the majority decision. The Director, Student Services Unit will notify the Occupier in writing of the outcome of the Appeal as soon as practicable, but in any event, within five working days of the Appeal decision.

14.13 During the Appeal process, the Occupier may be permitted to remain in UTS Housing pending the outcome of the Appeal process. In some circumstances, and at the discretion of the Manager, UTS Housing, it may be necessary for one or more of the parties concerned to be asked to leave UTS Housing or change rooms for the benefit of others. UTS Housing will provide assistance, if requested, in seeking alternative accommodation.

## Schedule 2

### Licence details

|        |                    |   |
|--------|--------------------|---|
| Item 1 | Occupier           | <p>                     {{Item_1__Name_First}}<br/>                     {{Item_1__Name_Last}}<br/>                     {{Item_1__Date_of_Birth}}<br/>                     {{Item_1__Street}} {{Item_1__City}}<br/>                     {{Item_1__State_Province}}<br/>                     {{Item_1__Zip_Postcode}}<br/>                     {{Item_1__Country_Description_1}}<br/>                     {{Item_1__Phone_Mobile_Cell}}<br/>                     {{Item_1__Email}}                 </p> |
| Item 2 | UTS                | <p>                     University of Technology, Sydney<br/>                     (ABN 77 257 686 961) of 15 Broadway,<br/>                     Ultimo, New South Wales, 2007,<br/>                     Australia.                 </p>   |
| Item 3 | Commencement Date  | <p>                     {{Item_3__Contract_Date_Start}}                 </p>  |
| Item 4 | Expiry Date        | <p>                     {{Item_4__Contract_Date_End}}                 </p>  |
| Item 5 | Student Residence  | <p>                     {{Item_5__Room_Location_Description_1}}                 </p>  |
| Item 6 | Apartment Type     | <p>                     {{Item_6__Room_Type_Description_2}}                 </p>  |
| Item 7 | Room   No. of beds | <p>                     {{Item_7__Room_Space_Description_3}}                 </p>   |

|         |   |   |
|---------|---|---|
| Item 8  | Approved Number of Beds in Apartment  | {{Item_8__Number_of_beds}}  |
| Item 9  | Licence Fee<br><br>Licence Fee to be paid by either direct debit or one lump sum payment; or for study abroad/exchange students Licence Fee to be paid by either Lump sum or by three (3) instalments | AUSD {{Item_9__Account_Code}}   |
| Item 10 | Security Deposit  | AUSD {{Item_10__Blank_Number}}  |
| Item 11 | Licensor's Bank Account   | Acc Name: University of Technology Sydney<br>BSB: 082-001<br>Account Number: 73-346-6430<br>SWIFT Code: NATAAU3303M |
| Item 12 | Occupier's Australian Bank Account (This must be set up prior to the start of your contract)  | Name: .....<br>BSB/Branch: .....<br>Account No: .....   |
| Item 13 | Parent/Next of Kin or Designated Emergency Contact details  | {{Item_13__Contact_Name}}<br>{{Item_13__Phone_Mobile_Cell_1}}<br>{{Item_13__Email_1}}                               |
| Item 14 | Health Care Professional  | N/A   |

## **Licence Agreement**

SIGNED for and on behalf of the  
UNIVERSITY OF TECHNOLOGY SYDNEY by its duly authorised representative:

Signature Sarah Lok  
Director, Student Services Unit