

University Hall Student Accommodation Agreement

Agreement Details

PARTIES	
UWA	Student
<p>The University of Western Australia, of 35 Stirling Highway, CRAWLEY, WA, 6009 ABN:37 882 817 280</p> <p>Contact: Mark Sampson, Principal Email: admissions@unihall.uwa.edu.au Phone: +61 8 6488 8333</p> <p>Address of University Hall: 130 Winthrop Ave Crawley, WA 6009 Australia</p>	<p>Huang, Rongjun, of 311/25 CHALLIS STREET, , DICKSON, ACT, 2602, Australia</p> <p>Email : Rongjun.Huang@research.uwa.edu.au Phone: 0403244925</p>
ACCOMMODATION DETAILS	
Room Type	One Bedroom Apartment
Weekly Rent Inclusions:	<p>Five (5) meals per week in the Dining Hall</p> <p>Room cleaning on a Monthly basis</p> <p>Bed linen (Included for Standard and Standard Premium Rooms only)</p> <p>Wifi and internet usage</p> <p>UWA Gym Membership</p> <p>Utilities (electricity, water and gas)</p> <p>24 hour security (including CCTV)</p> <p>Residential Life pastoral care and support</p> <p>Academic, social and cultural programs offered at University Hall]</p>
Commencement Date:	7/04/2025
End Date:	14/12/2025
PAYMENT SUMMARY	
Weekly Rent:	\$560
Advance Rent Fee:	\$1,120
Confirmation Fee:	\$720

This Agreement including the attachments sets out our terms for providing student accommodation at University Hall. If there are any inconsistencies between the parts of the Agreement, the order of priority is:

- these Agreement Details;
- the General Conditions;
- the University Hall Obligations and Terms of Residence (OTOR); and
- any other Schedules or documents attached to this Agreement.



By signing below where indicated, you agree to be bound by this Agreement.

Signed for and on behalf of the University of Western Australia by its duly authorised officer:

.....
Signature of authorised officer

Mark Sampson

.....
Name of authorised officer (please print)

Principal

.....
Office held

Date: 7/04/2025.....

Signed by Huang, Rongjun in witness of:

.....
Signature of Student

Date: 13/03/2025.....

.....
Signature of witness / legal guardian if Under 18

.....
Name of witness / legal guardian if Under 18 (please print)

Date:

General Conditions

Right to Occupy and Use

1. From the Commencement Date until the later of the End Date or the date of any earlier termination in accordance with this Agreement (**Period of Occupancy**), UWA grants to the Student a licence to use and occupy:
 - (a) the room at University Hall allocated to the Student by UWA;
 - (b) all shared spaces, including shared kitchenettes, bathrooms and laundry, and all common spaces and grounds of University Hall in common with the other occupants; and
 - (c) any furnishings or items contained in the above and provided by UWA.
2. The Student acknowledges and agrees:
 - (a) the *Residential Tenancies Act 1987* (WA) does not apply to this Agreement; and
 - (b) their rights and obligations in relation to use of University Hall are set out in the Obligations and Terms of Residence attached to this Agreement, as amended from time to time (**OTOR**).

Obligations of the Student

3. The Student must:
 - (a) comply with:
 - i) the OTOR;
 - ii) the UWA By-Laws;
 - iii) all relevant UWA policies and procedures; and
 - iv) all lawful and reasonable directions of UWA; and
 - (b) not share, sublet or allow any other person to occupy the Student's room, unless authorised and in accordance with the OTOR; and
 - (c) allow UWA staff and other authorised representatives to access the Student's room and common areas for the purpose of cleaning, issuing of notices, room inspections, welfare checks and undertaking maintenance.
4. UWA will provide the Student with a Property Condition Report on or before the Commencement Date. The Student must complete and return that Property Condition Report within seven (7) days of the Commencement Date.
5. At the end of the Period of Occupancy, the Student must:
 - (a) vacate their room and remove all personal belongings including vehicles no later than 10am on the End Date or earlier termination date as determined by UWA;
 - (b) leave their room clean, undamaged and in the same state as recorded in the Property Condition Report (fair wear and tear accepted) in accordance with the OTOR;
 - (c) not remove any furnishings or items belonging to UWA;
 - (d) have paid all fees and charges payable under the Agreement; and
 - (e) return any keys or access cards.

6. UWA reserves the right to:
 - (a) remove and dispose of any property left by the Student after the End Date; and
 - (b) where required, to arrange for additional cleaning and disposal at the Student's cost.

Pastoral Care and Student Welfare

7. The Student acknowledges and agrees that UWA:
 - (a) is obliged to collect and maintain the Student's personal information (as defined in the UWA Information Privacy Policy available online at uwa.edu.au/policy) in accordance with the UWA Information Privacy Policy and the Australian Privacy Principles; and
 - (b) will access collected privacy information from time to time to the extent relevant and necessary for pastoral care purposes including for confirming the Student's welfare.
8. If UWA believes that the Student's physical or mental health presents a reasonable risk to the safety of the Student or other members of the UWA community, UWA may require the Student to access suitable support services to enable the development and implementation of an appropriate safety plan. The Student acknowledges and agrees that in these circumstances, UWA may, without notifying or requiring further consent of the Student:
 - (a) contact the Student's emergency contacts; and
 - (b) if an emergency arises, release information that UWA believes necessary in the circumstances to emergency services, hospitals or health services.

Weekly Rent and Other Charges

9. The Advance Rent Fee and Confirmation Fee are payable in full prior to the Commencement Date and are non-refundable.
10. The Weekly Rent is:
 - (a) inclusive of the Weekly Rent Inclusions, but does not include vehicle parking and laundry services unless otherwise stated in this Agreement;
 - (b) payable in advance, at the election of the Student, either:
 - i) weekly via direct debit; or
 - ii) in full prior to the Commencement Date; or
 - iii) twice yearly, via two lump-sum payments: one paid prior to the Commencement Date and one paid prior to Semester Two Welcome Day;as detailed in the OTOR and
 - (c) subject to clause 11, payable by the Student to UWA from the Commencement Date until the End Date, even if the Student:
 - i) does not actually take up residence on the Commencement Date or any date after that; or
 - ii) vacates the room prior to the End Date.
11. If the Student does not actually take up residence at University Hall, or vacates prior to the End Date:
 - (a) the Student remains liable for and must pay the Weekly Rent until UWA, at its discretion, is able to find a replacement student to rent the Student's room;

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- (b) this Agreement terminates and the Student is released from liability to pay Weekly Rent on the date that a replacement student begins to occupy the room; and
- (c) if the Student had paid Weekly Rent for any period after the date of termination, UWA will refund that amount in accordance with clause 20(c).

12. All fees and charges payable under this Agreement must be made via electronic bank transfer or credit card in accordance with the OTOR.

Limitation of Liability

13. UWA will not under any circumstances be liable for any damage or loss:
- (a) to the Student's personal property, the security and insurance of which is the Student's responsibility;
 - (b) caused by any other occupant or visitor to University Hall;
 - (c) in relation to third-party property damage or personal injury suffered by third parties caused or contributed to by the Student's actions;
 - (d) caused as a result of interruptions to any services to the Property including the supply of water, electricity, gas or internet; or
 - (e) caused by the presence of pests despite reasonable attempts by UWA to control pests.

Breach Notice

14. If the Student breaches any obligation under this Agreement, which includes a breach of any obligation under the OTOR, UWA may issue the Student with a written notice (**Breach Notice**).
15. A Breach Notice will specify the breach and set out a reasonable period of time for the Student to rectify that breach, such period to be determined by UWA at its discretion. If no period is specified in the Breach Notice, it shall be deemed to be 14 days.
16. If the Student commits a serious breach of any obligation under the OTOR, UWA By-Laws or any other applicable policy or law, and in UWA's opinion a Breach Notice will not be sufficient to remedy the seriousness of the breach (**Serious Breach**), then UWA may elect not to issue a Breach Notice, but to terminate this Agreement in accordance with clause 18.
17. A Serious Breach includes but is not limited to:
- (a) tampering, or otherwise interfering with safety related equipment located at University Hall; or
 - (b) behaving in a manner that endangers the health or well-being of other people at University Hall or causes reckless property damage.

Termination

18. UWA may terminate this Agreement upon 14 days written notice to the Student if:
- (a) the Student receives a Breach Notice and fails to rectify that breach within the specified time;

- (b) the Student has received more than three Breach Notices during the Period of Occupancy, irrespective of whether the Student remedied each of those Breach Notices;
- (c) the student commits a Serious Breach, in which case UWA may at its discretion reduce the notice period given to the Student (including to immediate termination) with reference to the severity of the Serious Breach and its impact on other people and UWA;
- (d) the Student ceases to be enrolled as a student at UWA.

19. Subject to complying with any requirements set out in the OTOR, the Student may terminate this Agreement upon 30 days written notice to UWA.

20. If this Agreement is terminated early under clauses 18 and 19:

- (a) the Student must pay UWA the Weekly Rent up to and including the date of termination; or
- (b) UWA may, at its discretion, require the Student to continue to pay the Weekly Rent until UWA can arrange for a new student to occupy the Student's room; and
- (c) if UWA does not require the Student to continue to pay the Weekly Rent in accordance with clause 20(b) and the Student had paid the Weekly Rent in full or for a longer duration than the date of termination, UWA will retain the amount of Weekly Rent and any other amounts payable under this Agreement up to and including the date of termination, and refund the balance to the Student; and
- (d) the Student must comply with clause 5.

General

21. This Agreement shall be governed by the laws of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
22. This Agreement, together with the OTOR and Schedules, constitutes the entire agreement between the parties.
23. Any invalid part of this Agreement will not affect the validity of the remaining parts of the Agreement.
24. This Agreement may be varied, amended or extended only by the written agreement of the parties.
25. This Agreement may be signed in any number of counterparts which when taken together constitute one document.