

# OZiViLLAGE Terms and Conditions

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## PART 1. GENERAL RULES

All guests are required to read this T&C carefully and comply with all house rules stated.

### 1) Discipline, rules, fines

The rules and regulations outlined are in place to ensure the safety and welfare of each resident and are there to provide guidelines by which each resident should conduct themselves while living in a communal living situation. You are required to comply with these residential rules at all times.

If you fail to comply with these rules or any variation as notified by management will result in disciplinary actions against you including but not limited to verbal/written warnings, fines, termination of agreement and eviction. The Accommodation Manager and/or General Manager have the authority to take disciplinary action as outlined.

#### Disciplinary Fines

- Management have the authority to impose fines on those residents that fail to comply with the listed residence rules.
- **Management can impose fines \$1,000AUD on you if you breach the rules.** You are expected to pay on receiving notification of the fine. If you would like to appeal your fine, please email to [info@ozihouse.com](mailto:info@ozihouse.com)
- You are responsible for your own actions, and you have a collective responsibility to your housemates. Fines can be imposed on each resident for costs incurred to repair damaged/stolen/lost Ozivillage property.
- Residents are encouraged to report those responsible for damages caused to Ozivillage property. All property damaged/lost/stolen must be reported to management as soon as possible. Failure to do so will result in heavy fines, written warnings, and loss of your security deposit.

#### Rights of Entry and Changing Rooms

Management and delegated staff including contractors **may enter your room or change your room at any time** for the following reasons :

- In an emergency or there is reason to believe somebody is in clear or imminent danger.
- If there has been a breach of the rules by you or a guest.
- External requirement for maintenance on the property.
- To perform maintenance as requested by you.
- Appropriate room allocation under management rationale
- For the purposes of a routine inspection at all reasonable hours of the day (10am – 6pm)

(Where possible, you will be given at least 24 hours notice of any inspection/maintenance)

## 2) Behavioural rules

You as a resident of Ozivillage are expected to respect the rights of others, and behave in a supportive and responsible manner. Any act of violence or threatening behaviour towards another resident or staff will result in your immediate eviction. You are responsible for your actions and any criminal act will be reported to the Police.

### **Bullying and Harassment**

Bullying is any repeated unwanted behaviour in any environment, that is directed towards a person, or group of people, which creates a risk to their mental or physical health and safety. This includes cyberbullying. Harassment is unwelcome conduct that is offensive, humiliating or intimidating to any other person and is either repeated or of such significant nature that it has a detrimental effect on the person, their performance, or their work and study environment. It includes racial and sexual harassment. Bullying and harassment have no place within Ozivillage accommodations.

- You may not behave towards other residents or staff in any way that may constitute harassment or bullying
- Any serious incidents of harassment or bullying may lead to the immediate termination of your residency
- Harassing behaviour may take the following forms (but is not limited to):

Offensive jokes, Expressing stereotypes (assumptions about an individual's behaviour/values, identity or perceived identity or culture based on a group they belong to) in an offensive or insensitive manner. Derogatory or offensive material sent through the mail, email, mobile phone text or published on a social media website, Unwanted physical contact, Intimidation, Abuse, Assault.

If you believe that you are being bullied or harassed, seek support immediately from one of Ozivillage staff. Management is available 24 hours a day for all student emergencies.

### **Noise**

- Out of consideration to your fellow residents, you may not make excessive or disruptive noise at any time.
- You must exercise extra restraint between 10pm and 7am when most other residents are likely to be sleeping. This includes weekends and public holidays.
- You are also expected to take some responsibility for the noise around you, by asking others to be quiet when they are being unreasonably noisy or unintentionally disruptive
- You must lower your noise level when asked to by other residents.
- If you experience problems with the volume of noise that you cannot solve, contact a member of Ozivillage Management.
- You are also expected to be considerate of residents in the surrounding neighbourhood. This means not causing any unnecessary disturbance or annoyance.

- Any breach of noise curfews Sunday to Thursday will be viewed seriously and you will face disciplinary action which may result in a fine and termination of your residency.

### 3) Alcohol, Drugs and Smoking

Ozivillage respects the rights of individuals to consume alcohol in a legal and responsible manner. Anyone who chooses to consume alcohol will be held fully responsible for his/her behaviour while under the influence of alcohol. Failure to comply with Ozivillage rules and regulations relating to alcohol, drugs, and smoking can result in the termination of your residential agreement.

#### Alcohol

- Consumption of Alcohol in your room **is not permitted**
- You may not consume alcohol in any other common space, hallways, stairs, or in front of the building.
- All residents are expected to behave in a way that is not disruptive or harmful to you or others while consuming alcohol.

#### Drugs

- Non-prescribed or illegal drugs are strictly forbidden in the hall. This includes marijuana, which is an illegal substance in Australia.
- You may not possess, cultivate, manufacture, use and or distribute any non-prescribed or illegal drugs. You may not distribute prescribed drugs.
- If you are discovered possessing, using or selling such substances you face eviction within 24 hrs and possible criminal prosecution. Ozivillage management will notify the local police if you break these rules.
- In such cases, when you are evicted you will lose your remaining rent and security deposit.

#### Smoking

Ozivillage is a smoke-free accommodation. Smoking is not permitted anywhere in the residence. **Smoking in a room will be fined up to \$1000.**

- You can't smoke anywhere within the residence. This includes e-cigarettes. Smoking is not permitted on the balcony or at the front or near the front entrance.
- These rules apply to all residents and visitors
- If you have been caught smoking in your room or anywhere on the property you will be charged for fees associated with removing the smell and stains from all furnishings.
- If you do smoke outside the property, ensure to place all used cigarettes and butts in the rubbish, do not throw them on the footpath.

#### 4) Property and Building

##### Damage

- You are responsible for your room and its contents.
- You will be held responsible for any behaviour which results in the need for replacement, repair or cleaning of your room or common area facilities.
- You are expected to pay costs involved in cleaning, repairing or repainting your room if you have not maintained it to the standards set or the condition of the room on arrival as described in the condition report conducted during your induction. Fair wear and tear excepted.
- Please report any accidental damage. If you admit to causing any accidental damage, we will endeavour to keep any repair costs to a minimum.
- You are not permitted to replace or make your own repairs to Ozivillage property.
- You may not damage walls with adhesives, hooks or similar products
- Please keep your feet off all tables and do not sit on tables/desks.

##### Pets

- You may not keep a pet in your room or anywhere else on the property.

##### Furnishing/Storage

- You may not bring any additional furniture or appliances into the residence or substitute Ozivillage furniture for your own.
- You may **not bring any additional heating or cooling devices** without the express permission of OZIHOUSE. Additional charges may apply for the use of these items.
- Ozivillage management have the right to remove any and all devices that have not been approved by management.
- All of your possessions must be removed from the residence at the completion of your residential agreement.
- Ozivillage may store larger items at your request. Please check with the manager. (Fees may apply)

##### Heating and Cooling Rules

During the winter and summer months, Ozivillage allows the use of approved heating and cooling devices that have been inspected by management prior to their installation. .

##### Excessive Energy Use

- Utilities including energy for cooling and heating are provided as part of your accommodation fee. The quantity allocated assumes your reasonable use throughout your stay. However, you may be charged for excessive energy use over and above the reasonable allocation provided for your room. Excessive use or misuse of these utilities will be determined by Ozivillage Management.

- Excessive use as defined by Ozivillage – **Leaving electrical items on in your room while currently out of the house** or room for extended periods of time. These include but are not limited to; heaters, cooling devices, lights, chargers, adaptors, and any other device that is a fire hazard.
- Fines will be issued by management for ignoring the above conditions.

## SAFETY AND SECURITY

### Safety Rules

- You must behave in a responsible manner and ensure your actions do not put yourself or others at risk.
- You may not BURN anything in your room. In particular, you are not allowed to burn/light incense, oil or candles
- You may not move any piece of Ozivillage furniture or place any items of clothing on or against a heater, as this will cause a fire.
- Do not interfere with fire doors in any way.
- If you cause the fire alarms to be activated (either accidentally or maliciously) then you will bear the charge from the fire Department for a false callout. If the person responsible cannot be identified, the charge will be borne by all residents as part of a levy.
- Tampering, disabling, covering or hanging items from the sprinklers or smoke detectors can cause the alarms to be activated, for which you will be responsible. The cost of a callout per fire truck is \$1,200.
- Take care when cooking, especially toasting bread as burning toast can (and has) set off the smoke alarms.
- Fire safety regulations in Australia are extremely strict, and its residents must follow these rules and regulations at all times. Do not leave any personal items in the hall-way or stairwell at any time.
- You may not throw or kick balls inside.

### Insurance/Liability

- Ozivillage expressly disclaims any liability for loss or damage of your property, or property of any of your guests, even if it is due to the negligence of any Ozivillage staff member.
- It is highly recommended that you have appropriate insurance while staying at Ozivillage.

## 5) Visitors

A visitor is any person who is not a current resident or staff member. This includes all former residents. The following rules are necessary for fire and safety purposes.

Management may refuse entry to people who breach any Ozivillage policy (this includes all House Rules, regulations, procedures and Codes of Conduct). We ask that you inform your guests/visitors of our policies as you will ultimately be responsible for the behaviour of your guests/visitors.

- Your guests are not allowed in your room or any other residents' rooms at any time.
- Your guests must always be escorted by you.
- Your guests are not permitted in the residence if you are absent.
- You are held fully accountable for your guest's behaviour and actions from the time your guest is signed in up to the time he/she leaves.

Your guests are most welcome to enter Ozivillage provided they:

- Are met at the front door by you, their host
- Are sober, quiet and well-mannered.
- Behave responsibly while on the premises.
- Remain in your company at all times while on the premises.
- Are accompanied to the front door by you when it's time to leave..

NOTE: It is crucial that you NEVER let your guest sleepover in Ozivillage. If found you will be fined \$1,000AUD or evicted from Ozivillage and no bond refund will be given to you.

## 6) Cancelling/terminating your residential contract

### Pre-Arrival:

1. If you cancel your students' placement and provide more than 4 weeks written notice prior to arrival, the weekly fees will be refunded in full. The placement fee is non-refundable.
2. If you cancel your students' placement and provide less than 4 weeks written notice prior to arrival, the student will forfeit the initial 4 week's payment plus the placement fee. Any additional weekly fees paid will be refunded.

### Visa Cancellation

1. Ozivillage will provide a full refund (upon proof of Visa Refusal Notification) for a cancelled placement if students' Visa is denied and you have provided a minimum of 21 days' notice.
2. If the required notice has not been provided, Ozivillage will retain the placement fee and 4 weeks rent. Any remaining funds will be refunded.

3. All other changes will be subject to the same notice periods and penalties as detailed in the PRE-ARRIVAL cancellation policy.

### Refund Policy

All refunds are by bank transfer and take up to 3 weeks from the time of check-out.

1. Students who decide to terminate their contract early will forfeit their security deposit and remaining rent. However, students are able to receive a security deposit and remaining rent refund based on the below conditions. (There is a chargeable admin fee equivalent to 1 week's rent)

a) The student can provide another, Ozivillage approved person to take over the contract.

b) The student will be responsible for adhering to the contract rent payments until the new student takes over the contract.

2. For refunds on periods greater than four weeks, a pro-rata rate will be calculated, based on the number of days spent in the accommodation, according to the current nightly rates. The balance will be refunded directly to the student via bank transfer.

3. Only under extreme circumstances deemed acceptable by Ozivillage management will rent and security deposit be refunded to a student who wishes to check out early.

4. The security deposit cannot be used against your rent payment.

5. The security deposit can be used against costs associated with cleaning, damage to the premises, appliances, furniture, any incurred fines and in the event that two weeks' notice is not given

### **7) Leaving the Residence**

- In case of an emergency at the property. Please always notify Ozivillage before going away for extended periods of time.
- You are not entitled to a rent refund or reduction of rent if you are absent.
- You may not sublet your room at any time.

### **8) Check in and check out policy**

#### Check In Policy

1. Check-in time is 2 pm. If you arrive early, we offer free luggage storage until your room is ready. Guests may be able to check in earlier than 2 pm. if arranged with Ozivillage before arrival and the room is available.

2. Passport will be required at check-in. A Passport is the only valid form ID accepted at the time of check-in.

3. Check out time is 11 am. If you fail to check out on time, you will be charged a late check-out fee which will be deducted from your security deposit.

4. The security deposit will only be refunded once the manager has confirmed you have completed Ozivillage check out procedures.



## Check Out Policy

1. Before leaving/checking out at the end of your rental agreement, you must clean your room and bathroom thoroughly, to the same condition it was presented to you at the time of your induction check-in. All commonly used spaces such as your fridge and kitchen must be thoroughly cleaned as well.
2. Your room, fridge space, and food locker will be inspected by a member of the ozivillage team once you have cleaned and removed all personal items and rubbish. You must be present for the inspection.
3. You must advise the manager of your intended leaving date if you wish to leave before the end of your rental agreement. Otherwise, you must speak with the manager 1 week prior to your check out to organise a mutually convenient time for your final inspection.
4. If at the time of the final check-out inspection you have not cleaned your room/fridge/food locker to a satisfactory standard, your security deposit will be withheld until ozivillage standards are met.
5. If you are not present for the final check-out inspection or vacate your room without notifying ozivillageStaff, final judgement of the condition of your room will be made by management and their decision will be final and binding. Your security deposit will not be refunded.
6. Before you leave the residence and during your check-out inspection you must return all keys and door swipe tags provided to you at the time of your check-in. Should you fail to return your keys, you will be charged accordingly.
7. Check-out time is 10 am. You may be charged a late departure fee if you depart after this time. The fee for late check out will be based on the daily rate.

## **IMPORTANT INFORMATION REGARDING YOUR CHECK-OUT**

- All refunds (RENT & SECURITY DEPOSIT) are by bank transfer and take up to 15 business days from the time of your check-out.
- The security deposit cannot be used against outstanding rent.
- There is a mandatory exit cleaning fee. This includes the replacement of a mattress protector. This cost will be deducted from the security deposit.
- Any damages to Ozivillage property or loss of items will be deducted from your security deposit.

## PART 2. OZIVILLAGE RULES (SWANSTON RULES)

All guests living at Ozivillage Swanston are required to follow part 1 and part 2 of the Terms and Conditions.

### 1) Check in and check out procedure

#### Check in:

1. Check-in time is 14:00. If you arrive early, we offer free luggage storage located at the back side of the accommodation until your room is ready. Guests may be able to check in earlier than 14:00 if arranged with Ozivillage before arrival and the room is available.
2. Passport will be required at check-in. A Passport is the only valid form ID accepted at the time of check-in.
3. Key code will be provided to you for the duration of your stay. Please make sure to check your email and download the app GOKI for accessing the code.
4. You are required to pay the bond/ security deposit written on your confirmation letter upon check in. Please make sure to have the amount prepared before check in.
5. If you arrive after Ozivillage business hour (10-5pm), please make sure to place the bond on the envelope prepared for you on the staff desk and place it on the security box located at the back.

#### Check out:

1. Check out time is 11:00. You must vacate the rooms and clean the rooms before your check out. Failure to do so might incur a cleaning fine that will be deducted from your security deposit.
2. Please make sure to leave

### 2) Dining Area and Kitchen use

The dining area is located at every single unit consisting of 1 table and 4 chairs. Please make sure to keep this area clean and tidy for the consideration of your roommate. The kitchen should not be used between 10pm until 7am and must be kept clean at all times. You are free to use the fridge that is provided in every room. However, to store raw meat and other frozen items, please store them in the freezer located in the laundry room. Please always remember to LABEL YOUR ITEMS with your name to avoid any mix-ups with other residents.

For the comfort of all residents, between the hours of 10pm – 7am, you must ensure that noise levels are kept to a minimum (this includes noise from electronic equipment such as phones, iPads, laptops, computers, TV).

- Please refrain from moving the furniture without previous permission from the staff.
- Clean up all spills/mess related to the consumption of food. Do not leave any utensils, crockery, or empty food packets on the provided tables.

- If you damage or break any furniture, report to staff immediately.

### 3) Laundry Room

- Do not access these areas between 10 pm and 7 am.
- Do not leave your washing unattended, other residents may remove your washing if the dry/wash cycle has finished.
- Do not store/leave your washing liquids/powders, washing baskets, bags in the laundry room.
- Report any maintenance issues to staff immediately, do not try and fix yourself.
- Remove lint from dryers after use.

### 4) Rubbish:

Rubbish bins are provided and it is your responsibility to remove rubbish from your room regularly (at least two times per week is recommended). Rubbish can be emptied into the large bins provided in the front. Please separate your rubbish as follows:

- General waste: bins with the GREEN lids
- Recyclables (paper, cardboard, glass & hard plastics): small bins with YELLOW lids

Vacuum cleaners are available for residents to use. For hygiene reasons we recommend residents vacuum their rooms once per week. It is VERY IMPORTANT to keep your room clean and free from food or drink scraps and spillages as these will lead to insect/pest infestations.

- All rubbish must be removed from your room and placed in the bins provided on a regular basis.
- Ensure all boxes, cardboard are flattened before placing them in the recycle bins.
- Do not leave rubbish on the floor or on top of the rubbish bins.
- You must not leave rubbish or recycling material anywhere on common property
- Costs for cleaning and removal of rubbish due to incorrect use of the rubbish bins provided will be charged to the resident responsible.

### 5) Keeping your room clean

Each resident is responsible for keeping the bathroom clean between these times and must ensure that the floor of their bathroom, outside of the shower, is to be kept DRY AT ALL TIMES. Any injury to person or damage to Ozivillage property resulting from wet bathroom floors will be the liability of the resident responsible.

Residents are responsible for keeping their own bedrooms clean and hygienic at all times

### **PART 3. OZiVILLAGE RULES ( 441 Royal Parade )**

All guests living at Ozivillage Resort are required to follow part 1 and part 3 of the Terms and Conditions.

#### 1) Check in and check out procedure

##### Check in:

1. Check-in time is 14:00. If you arrive early, we offer free luggage storage located at the back side of the accommodation until your room is ready. Guests may be able to check in earlier than 14:00 if arranged with Ozivillage before arrival and the room is available.
2. Passport will be required at check-in. A Passport is the only valid form ID accepted at the time of check-in.
3. Key code will be provided to you for the duration of your stay. Please make sure to check your email and download the app GOKI for accessing the code.
4. You are required to pay the bond/ security deposit written on your confirmation letter upon check in. Please make sure to have the amount prepared before check in.
5. If you arrive after Ozivillage business hour (10-5pm), please make sure to place the bond on the envelope prepared for you on the staff desk and place it on the security box located at the back.

##### Check out:

1. Check out time is 11:00. You must vacate the rooms and clean the rooms before your check out. Failure to do so might incur a cleaning fine that will be deducted from your security deposit.
2. Please make sure to leave

#### 2) Dining Area and Kitchen use

The dining area is located at every single unit consisting of 1 table and 4 chairs. Please make sure to keep this area clean and tidy for the consideration of your roommate. The kitchen should not be used between 10pm until 7am and must be kept clean at all times. You are free to use the fridge that is provided in every room. However, to store raw meat and other frozen items, please store them in the freezer located in the laundry room. Please always remember to LABEL YOUR ITEMS with your name to avoid any mix-ups with other residents.

For the comfort of all residents, between the hours of 10pm – 7am, you must ensure that noise levels are kept to a minimum (this includes noise from electronic equipment such as phones, iPads, laptops, computers, TV).

- Please refrain from moving the furniture without previous permission from the staff.

- Clean up all spills/mess related to the consumption of food. Do not leave any utensils, crockery, or empty food packets on the provided tables.
- If you damage or break any furniture, report to staff immediately.

### 3) Laundry Room

- Do not access these areas between 10 pm and 7 am.
- Do not leave your washing unattended, other residents may remove your washing if the dry/wash cycle has finished.
- Do not store/leave your washing liquids/powders, washing baskets, bags in the laundry room.
- Report any maintenance issues to staff immediately, do not try and fix yourself.
- Remove lint from dryers after use.

### 4) Rubbish:

Rubbish bins are provided and it is your responsibility to remove rubbish from your room regularly (at least two times per week is recommended). Rubbish can be emptied into the large bins provided in the front. Please separate your rubbish as follows:

- General waste: bins with the GREEN lids
- Recyclables (paper, cardboard, glass & hard plastics): small bins with YELLOW lids

Vacuum cleaners are available for residents to use. For hygiene reasons we recommend residents vacuum their rooms once per week. It is VERY IMPORTANT to keep your room clean and free from food or drink scraps and spillages as these will lead to insect/pest infestations.

- All rubbish must be removed from your room and placed in the bins provided on a regular basis.
- Ensure all boxes, cardboard are flattened before placing them in the recycle bins.
- Do not leave rubbish on the floor or on top of the rubbish bins.
- You must not leave rubbish or recycling material anywhere on common property
- Costs for cleaning and removal of rubbish due to incorrect use of the rubbish bins provided will be charged to the resident responsible.

### 5) Keeping your room clean

Each resident is responsible for keeping the bathroom clean between these times and must ensure that the floor of their bathroom, outside of the shower, is to be kept DRY AT ALL TIMES. Any injury to person or damage to Ozivillage property resulting from wet bathroom floors will be the liability of the resident responsible.

Residents are responsible for keeping their own bedrooms clean and hygienic at all times

## Part 4. OZiViLLAGE FEES AND CHARGES

Repairs or replacement of OZiHOUSE property will be charged as indicated below. All fees will be deducted from the security bond of the offending student. OZiHOUSE Group accepts fair wear and tear on all communal items. However, if you are found to have damaged any OZiHOUSE property, all repairs, replacement of items or cleaning will be charged directly to the student.

### Repairs and/or replacement – Communal Areas & Kitchen

Item	Cost
Kitchen Utensils, Plates	\$20/ pcs
Pot and Pan	\$30
Fridge	\$500
Microwave	\$50
Water tap	\$300
Kettle	\$100
Stove	\$300
Kitchen hood	\$500
Toaster	\$100
Vacuum Cleaner	\$250

### Repairs and/or replacement – Room & Bathroom

Item	Cost
Chairs	\$50
Tables	\$100
Bed Frame (charger + lamp + frame )	\$300

<b>Mattress protector</b>	<b>\$50</b>
<b>Single Mattress</b>	<b>\$200</b>
<b>Power cord</b>	<b>\$30.00</b>
<b>Wash basin</b>	<b>\$500.00</b>
<b>Toilet</b>	<b>\$500.00</b>
<b>Shower head</b>	<b>\$150.00</b>
<b>Mirror</b>	<b>\$300.00</b>
<b>Shower screen</b>	<b>\$1000.00</b>
<b>Tapware</b>	<b>\$200.00</b>
<b>Towel rails</b>	<b>\$200.00</b>
<b>Tilling</b>	<b>\$500.00</b>

### **Repairs – Other**

The cost of repairing or replacing other items i.e walls, doors, locks, flooring, light fittings etc will be dependent on the extent of the damage and the cost quoted by contractors.

### **Cleaning**

Any guest found to have made a mess in any communal area will be charged a cleaning fee \$ 80/each time This includes unwashed dishes, rubbish etc

### **Parties/Gatherings**

Any guest found to have participated in or organised any form of party or gathering not previously approved by OZiHOUSE Group will be charged a cleaning fee for all common areas used. Standard cleaning fee \$150.00. Cost of cleaning will be decided by ozivillage and will be divided equally among all students involved.

**Thank you**  
**OZiHOUSE Group**