

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

1. HOUSE RULES: The tenant agrees to strict adherence to all of the House Rules as provided, and as they are updated. Breach may result in eviction. An updated copy of the house rules are available upon request or online at:

https://drive.google.com/drive/folders/1hRg2E05I_oeGpI3uUwRdP9qgJOkKFBm-?usp=sharing
or by requesting a copy from UniResort at any time.

2. INSPECTION & RENTAL PREMISES ACCESS: The Provider/Providers Agent may undertake a monthly (every 4 weeks) inspections of the Rental Premises. Do not wait until inspections to advise the Provider/Providers Agent of repairs and maintenance. You are required to advise of all repairs and maintenance items as soon as you become aware of them. Repairs and maintenance requests are to be logged on the reporting form. As most Providers do not attend the inspections the Providers Agent may take photos of your Rental Premises at these inspections in order to keep the Provider informed. All common areas of the Rental Premises may be accessed by the Provider/Providers agent at any time without having the requirement to issue any notice in advance and are generally inspected on a fortnightly basis. Entry notices will be provided for bedroom inspections with correct notice period given. The notices will be emailed to you, it is your responsibility to check emails regularly to remain updated with UniResort notices and news.

3. REPAIRS & MAINTENANCE: All areas requiring maintenance are to be reported to the Providers Agent in writing via the reporting form. Verbal and email maintenance requests WILL NOT BE ACCEPTED. To ensure the maintenance request is promptly dealt with, Residents are to provide as much information as possible. The Provider and Providers Agent will not be held liable or be required to provide compensation to Residents in cases where the maintenance required is a direct result of Residents intentionally or accidentally causing damage to the property, its furnishings or appliances. Residents must not contact Maintenance staff directly through calls or SMS. Please Note that requests sent outside of business hours will not be acknowledged until the next business day. If you have an emergent situation after business hours i.e. Loss of power/Lock out/etc please contact our afterhours operator on 07 3457 5588 and the caretaker will attend.

4. PERSONAL INSURANCE: You as the Resident acknowledge it is your own responsibility to take out contents insurance on your own personal belongings.

5. MATTRESS CARE: A mattress protector is to be correctly fitted to the bed(s) in your room(s) at ALL TIMES. If the mattress is damaged as a result of the mattress protector not being on the bed, the Resident may be charged to replace the whole mattress.

6. ABSENCE: Residents who will be away from their room are to ensure prior to leaving that their rent is paid for the period of absence. Rent remains at the amount detailed on the lease

agreement during periods of absence. Nobody is permitted to stay in the room whilst the resident is absent without prior written approval given by Uni Resort Management.

7. PAYMENT INSTRUCTION: Rent is required to be paid fortnightly in advance by way of direct deposit into the following account.

Account name: Nest QLD Pty Ltd

REFERENCE: *Last Name & Reservation number*

BSB: 036 022

Account Number: 518 948

Bank: Westpac

*Please ensure that you enter your family name (surname) & Reservation number in the description field when you deposit your rent. Failure to do this correctly may result in your receiving a breach notice (refer below). Residents paying rent at UniResort Reception, via EFTPOS (Electronic Funds Transfer at point of sale - Savings & Cheque Accounts) will incur a Transaction Processing Fee charged at \$0.25 per EFTPOS transaction for all payments made. Visa Credit Card & MasterCard Credit Card payments will incur a surcharge of 1.5% for all payments made. NO CASH IS ALLOWED. Amex and UnionPay is NOT ACCEPTED.

8. END OF TENANCY: Even though your Form R18 Rooming Accommodation Agreement has a Lease End date (R18 7.3), you are required to;

A) The Resident is required to advise in writing 4 weeks before the lease end date (R18 7.3) of the Form R18 Rooming Accommodation Agreement if the resident intends to extend the booking.

B) At the end of the Form R18 Rooming Accommodation Agreement (R18 7.3), the Resident must complete all tasks detailed in the Exit Inspection Checklist prior to the Exit Inspection; and report any breakages and required repairs to the Providers Agent Residents are required to pay a \$150.00 (one hour) cleaning fee upon vacating. Additional charges may be incurred if the room has been left in an untidy or dirty state. This cost is the responsibility of the tenant and will be deductible from the rental bond.

9. BOND /REFUNDS: In order to process your R4 Refund of Rental Bond Form, your rent must be paid up in full until the last day of your lease (R18 7.3) AND your swipe card MUST have been returned to the Providers Agents office. The Resident is understood to still have complete control of the Rental Premises and still occupy the Rental Premises until the moment your swipe card is RECEIVED in the Providers Agent office. The Rental Premises will be inspected by the Providers Agent within 72 hours after your swipe card is returned and a vacate inspection will be completed (in conjunction with a vacate checklist that the Providers Agent will provide you with to remind you of what to clean/do). Remember the Rental Premises must be returned to Provider/Providers Agent in the same way it was given to you on the lease start date (R18 7. 2) and as per your Form R1 Room Condition Report.

10. LOOKING AFTER YOUR ROOM: You are responsible to maintain the Rental Premises in a good, clean, tidy and hygienic condition at ALL times. This includes all internal and external areas of the Rental Premise. Where there is an in room air-conditioner, ensuite (bathroom)

exhaust fan, or kitchen Rangehood, the filters are to be cleaned by the resident every 3 months from the start of the lease. If your Rental Premises is inspected and you are not complying with your responsibilities in this regard, you may be issued with a Form R11 Notice to Remedy Breach. Un-remedied breaches can lead to the Resident being asked to vacate the premises. Respect your home as if it is your own.

11. SERIOUS BREACH: A Provider/Providers Agent may give a Resident the Form R12 Notice to Leave requiring the Resident to leave the Rental Premises immediately if they believe the Resident has committed a serious breach of the Form R18 Rooming Accommodation Agreement or House Rules. This could occur if the Resident has used their room or common rooms of the Rental Premises for an illegal purpose, or the Resident, or their guest, has destroyed or damaged a part of the Rental Premises, endangered another person within the Rental Premises or their guest, significantly interfered with the reasonable peace, comfort or privacy of another Resident or tampering with the fire safety equipment. If the Resident is asked to leave due to a serious breach, under section 178 of the Residential Tenancies and Rooming Accommodation Act 2008, the Resident is liable to pay all or part of the rent remaining payable under the Form R18 Rooming Accommodation Agreement, or increased rent; or an amount as a penalty/an amount as liquidated damages.

12. INTERNET USAGE: The internet usage is provided for studying purposes only. Any illegal private recreational use such as downloading of music, videos or videoconferencing is not permitted. Internet access is for Residents only - Residents are not permitted to provide internet access to anyone who is not a resident. Residents are not to touch or tamper with the Internet hardware. If there is a problem with the internet, Residents are to contact Timeout Internet on 1300 880 064. Residents who tamper with internet hardware may be held financially responsible for the costs of reconfiguring hardware. The Provider/Providers agent will not be held liable for any illegal use of this service or be required to provide compensation to Residents in cases where the internet supplied performs below expectations due to excess data usage, residents tampering with hardware, residents breaching the internet usage permissions, line outages, downtimes in the service connection, faults including those due to adverse weather conditions and faults due to third party connections.

13. SMOKE/FIRE ALARMS: It is important to note AT NO TIME EVER can you remove or relocate or do anything to interfere with the alarms warning sound. AT NO TIME can you remove the batteries unless replacing them. Any report from contractors entering the Rental Premises advising of any tampering with a Smoke Alarm is considered a Serious Breach (Refer Item 10) will result in instant termination of your lease if you are found to have contributed to the issue

14. OFFICE HOURS: Monday, Wednesday and Friday - 8:00am to 4:00pm. Closed ALL Tuesday, Thursday, Saturday, Sunday and Public Holidays. UniResort Management reserve the right to change the office hours without notice.
Office Phone Number: (07) 3457 5588
After Hours: (07) 3457 5588

Office Address: 80 Tryon Street, Upper Mount Gravatt, QLD 4122

15. OFFICE CLOSURE: The UniResort office will observe a reduced period of activity from Good Friday to Easter Monday and from the Saturday prior to Christmas Day through to the second Sunday in the New Year. Residents will not be able to start or end leases during this period. The Office will be closed on ALL Public Holidays.

16. COMMUNICATION: Residents are responsible to advise immediately upon the Resident becoming aware the Providers Agent if their contact details (mobile phone or email address) change. Residents are to ensure they are contactable and should the Provider/Providers Agent attempt to contact Residents and not be able to communicate with Residents, Residents are to ensure they contact the Provider/Providers Agent as soon as possible. Please be advised that SMS or TEXT MESSAGES are not an acceptable form of communication from Resident to the Provider/Providers Agent/Providers Staff and WILL NOT be responded to.

17. BREAKING THE LEASE: Your Form R18 Rooming Accommodation Agreement; is a legally binding document locking you into this agreement until the lease end date (R18 7.3). Should you decide to vacate earlier than your lease end date (R18 7.3), Your break lease procedure is as follows:

17.1 You will be responsible for the payment of rent until the lease end date (R18 7.3) OR until a suitable replacement Resident is found by the Resident and approved by the Providers Agent;

17.2 Resident will be responsible to pay an administration fee which is equivalent to 2 (TWO) weeks rent to cover the costs associated with reletting the property, as well as rent until the new residents start date - all due upon handing in the Break Lease Letter to Reception staff.

17.3 A Final Exit Inspection will be conducted at the time determined by the Providers Agent and notified to you in writing in accordance with the Vacate checklist upon receipt of your intention to Vacate the Rental premises

17.4 The Form R4 Bond Refund Form will be completed once a suitable replacement Resident has signed a Form R18 Rooming Accommodation Agreement and all costs and expenses relating to the early termination have been received by the Providers Agent.

17.5 Bond will not be refunded until: ALL Rent is paid up to the required date as notified to you by the Providers Agent, Swipe Cards are to be returned to the Providers Agent, Administration Fees are paid and the rental premises is in the same condition as per the Form R1 Entry Condition Report.

18. CAR PARKING: Car Parking is an additional expence. All vehicles must be registered with UniResort or your car may be towed at the owners expense.

19. UNDERSTANDING MY OBLIGATIONS:

19.1 I understand and acknowledge:

19.1.1 The Form R18 Rooming Accommodation Agreement I have signed is a legally binding agreement

19.1.2 I have an obligation to uphold all requirements as signed today

19.1.3 I agree to all House Rules and Special Terms

19.2 If you default on any of the following:

19.2.1 Absconding or Arrears Default

19.2.2 Not leaving your key(s) Or the Rental Premises clean when you leave

19.2.3 Causing any damage to the Rental Premises (room and/or common areas)

19.2.4 Leaving before your agreed lease term is expired

19.2.5 Failure/refusal to pay any fees detailed in the lease documentation (House Rules or Special Terms)

19.3 The Provider/'Providers Agent may take the following action:

19.3.1 Police will be contacted and a full report made;

19.3.2 Tribunal & Court documentation will be lodged for compensation;

19.3.3 All accommodation suppliers in the surrounding areas will be given the resident's contact information and advised of the default;

19.3.4 Centrelink will be contacted - rental assistance will cease immediately where applicable;

19.3.5 All information provided by the Resident will be forwarded to a National Debt Collection Agency;

19.3.6 All information provided by the Resident may be listed on a National Tenancy Default database (used by all accommodation supplier including Boarding House, Real Estate Agents and Caravan Parks);

19.3.7 The Resident's listed emergency contact person will be contacted to advise of the default and asked to assist with payment of any outstanding monies;

19.3.8 Your Bond will be claimed immediately;

19.3.9 The Department of Immigration may be contacted and advised of the Resident's tenancy default. This may result in the immediate cancellation of the Resident's visa. We encourage you to work with our agency in order for us to best assist a smooth transition from this agreement.

20 PHOTOGRAPHY

I agree to the use of photography in which I have appeared to be used in marketing and publicity material for the sole purpose of promoting UniResort. I agree that my name may be used in a caption as part of the communication exercise. I agree that no fee will be paid and that UniResort will retain the rights to all photography to use at their discretion. I agree that this permission will remain in force until I advise the company otherwise.

Tenant Agreement:

As part of your agreement with UniResort, you are required to read through the enclosed information in this lease and the linked house rules and manual.

By signing this lease you state that you have read and agree to the terms of this lease.

I,(Your name), have read the following information contained within the lease and the linked house rules and manual, and agree to each item; in particular

- I AGREE to abide by the UniResort House Rules, the UniResort Special Terms, and the Uni Resort Internet Terms and Conditions of Use at all times, a breach of which may result in my lease being terminated with or without warning determined by the seriousness of the breach.

- I AGREE to not engage in any Illegal Activity, including bringing illegal goods or firearms on site to Uni Resort

- I AGREE to clean my room and apartment at the end of my lease and I am aware of the \$150 Departure Cleaning Fee payable at the end of my lease.

- I have been issued a Gate Swipe Pass. I understand that upon checking out of UniResort I must hand the gate swipe card back to Reception Staff. If I do not hand it back, it is damaged, or I lose the card during my stay I will have to pay \$50 for a replacement card.