

GUEST/S		ROOM NO	
MOBILE		ROOM RATE	
EMAIL		FOB NO	
ARRIVING		DEPARTING	

OCCUPANCY AGREEMENT

Falcon Lodge – 182 – 188 Falcon Street, North Sydney NSW 2060

Please read carefully, and sign below, acknowledging that you understand and will adhere to the conditions of stay as set out below.

1. You are not to let any other person into occupation of your room other than the persons agreed to by the Management of Falcon Lodge, and you are not to use the room for any purpose other than for private accommodation.
2. No visitors (including other lodgers) are allowed in your room between 10pm and 7am. (This means that you are to be present in the room or lodge, whilst someone spends time with you).
3. The consumption of alcohol and drugs on Falcon Lodge property is strictly prohibited. If any person is consistently under the influence or believed to be using drugs on the premises, their agreement will be terminated, and the police will be informed.
4. For health and safety no animals are permitted on Falcon Lodge grounds.
5. Between 10pm and 7am we have a strict no noise policy. During other hours please use common courtesy and be considerate of your fellow residents and keep the noise levels to a minimum. Parties and rowdiness are not permitted at all anywhere in Falcon Lodge. (Refer to occupancy principle 1)
6. You are responsible for cleaning up after yourself after each use, of all the communal areas (Kitchen, bathroom, laundry)
7. Replacement fee for lost or stolen key is \$35.00.
8. There are 4 Blocks within Falcon Lodge. (A, B, C, D). Please be aware that for the security of all residents you are not permitted to enter any of the other blocks or their communal areas. Also please note; when entering or leaving the lodge after hours, please ensure that the main door fully closes behind you.
9. All cooking and laundry is only permitted between the hours of 7am to 10pm. Cooking is strictly prohibited in rooms (Incl toast)
10. This is a strictly non-smoking lodge. Smoking is permitted outside and dispose of your butts in the bins provided.
11. All smoke alarms are back to base monitored and once an alarm is activated the fire brigade will attend. Please be aware that excessive use of aerosol sprays, large amounts of steam (inside rooms only) and all smoke producing substances can activate the alarms. **The fire brigade call out fee is \$1700. If they deem the alarm to have been activated by any means other than fire or detector fault, the person/s responsible will be charge accordingly.** You are not to tamper with the fire alarm smoke sensors throughout all buildings
12. You are expected to be always civil and considerate of all guests and staff. Aggressive, abusive, and inconsiderate conduct will not be tolerated. Violence or threats of violence towards anyone living, working, or visiting Falcon Lodge will result in immediate eviction. (Refer to occupancy principles 2 and 3).
13. Reason for termination by Falcon Lodge. (Refer to occupancy principles 2 and 3).

Reason for Termination	Notice Period
Violence or threats of violence towards anyone living in, working in, or visiting the premises	Immediate
Wilfully causing damage to the premises or using the premises for an illegal purpose.	1 Day
Continued and serious breach of this agreement or house rules following a written warning.	3 Days
Continued minor breach of this agreement, or the house rules following a written warning.	1 Week
Non-payment of the occupancy fee	2 Weeks
Any other reason including vacant possession required and 'no grounds' termination	4 Weeks

14. **Lodging fee is to be paid one week in advance and paid by the due date.** For long term residents this is every Thursday.
15. Our minimum stay period is 4 weeks. After these 4 weeks, we require a 7-day notice period if you wish to cancel or change your booking. No refunds will be given within the 7-day notice period.
16. **A bond equal to one week's lodging fee is required for long term stays (longer than one month). When vacating, 7 days' notice must be given for your security deposit to be refunded.** The bond cannot be used for the last weeks lodging fee. (Refer to occupancy principle 4). The bond will be refunded back to the guest once the guests' room has passed the exit inspection.
17. A cleaning charge of \$ 35 is requires to be paid upon check-in. This charge is for cleaning the room after you vacate the lodge or when you swap rooms. If you swap rooms during your stay, another \$ 35 will need to be paid for your end of tenancy clean.
18. Management is fully authorised to access any room without notice for emergency purposes. 24 hours' notice will be given when management are required to carry out room inspections to ensure residents are keeping rooms tidy according to the terms and conditions set out above or to address any maintenance issues. (Notices will be placed at the entrance hallway in each building). (Refer to occupancy principle 5).

PLEASE NOTE – All guests staying at Falcon Lodge are classified as 'lodgers' and, therefore, do not fall under the jurisdiction of the Residential Tenancies Act 1987.

Occupancy principles

NB: These principles are contained in Schedule 1 of the Boarding Houses Act 2012 and apply to residents of NSW boarding houses which are covered by this Act.

1. Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

2. Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

3. Notice of eviction

- (1) A resident must not be evicted without reasonable written notice.
- (2) In determining what is reasonable notice, the proprietor may consider the safety of other residents, the proprietor, and the manager of the registrable boarding house.
- (3) Sub clause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

4. Payment of security deposits

- (1) The proprietor may require and receive a security deposit from the resident or the resident's authorized representative only if:
 - (a) the amount of the deposit does not exceed: 2 weeks of occupancy fee under the occupancy agreement, and (b) the amount is payable on or after the day on which the resident (or the resident's authorized representative) enters the agreement.
 - (2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorized representative) the amount of the security deposit less the amount necessary to cover: the following:
 - (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
 - (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
 - (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
 - (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
 - (e) any other amounts prescribed by the regulations.

3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the

costs, fees, or charges referred to in sub clause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or (c) any other matter or thing prescribed by the regulations

5. Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

Additional Agreements

6. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure

7. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

8. Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

9. Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

10. Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

11. Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

I have read and understand the terms and conditions as set out above, and understand by signing the below, I agree to these terms and conditions and am bound by them.

Signed:.....

Date:.....

Signed:.....

Date:.....

WELCOME TO FALCON LODGE

We hope you will enjoy your stay!



© Falcon Lodge, Sydney

WELCOME TO FALCON LODGE

PLEASE TAKE NOTE

We thank you for choosing to book with Falcon Lodge, and as always, we love welcoming new guests.

So as a gentle reminder (in case you didn't get time to read the entire occupancy agreement) we have just listed below a few of our top terms and conditions that we would like you to know, so that there is no confusion.

- No smoking, burning essential oils / essence / candles, spraying excessive amounts of hairspray or deodorant in any of our rooms – our alarms are sensitive and if they are set off and you are at fault, a fee of \$1700, - will be charged.
- We have a very strict “no noise” policy that requires all guests the keep quiet between the hours of 10pm and 7am.
- No parties or consuming alcohol on the premises. There is a big and beautiful park across the road that can be used to host any of these types of behaviours.
- Our minimum stay period is 4 weeks (28 Days). After these 4 weeks, we require a 7-day notice period if you wish to cancel or change your booking. No refunds will be given within the 7-day notice period.

If you have any questions on the above, please don't hesitate to speak with reception during office hours.

Office Hours

Monday – Friday – 9am – 12pm and 1pm – 3pm*

Thursday – 9am – 3pm and 5pm – 7.30pm

Saturday – 9am – 1pm

Sunday & Public Holidays – CLOSED

*Closed between 12-1pm for lunch

LODGE SPECIFIC INFORMATION

AFTER HOURS – In case of emergency or should you get locked out of your room, simply ring the doorbell which is at the front door of 'B' house. Our night staff will be able to assist you with any urgent matters.

BATHROOMS – Please be considerate of other guests and ensure that the bathroom / toilet is clean after each use and rubbish is placed in the bins provided.

BEHAVIOUR – Please be considerate of your fellow residents. Strictly no noise after 10pm and no consumption of alcohol in any of the common areas. Drunken behaviour will not be tolerated.

KITCHEN – Kitchens are for the use of all guests. Each guest is responsible for cleaning up after themselves when they have finished their cooking. Please do not leave food or cooking utensils on counter areas.

LAUNDRY – Coin operated washing machines and dryers are in buildings A, B and C. Cost is \$4 per wash and per dry. Change is available from reception. Laundry powder can be found in B laundry. Drying racks are only to be used in your rooms.

LINEN – Clean sheets, pillowcases and towels are available every **Thursday**. Please bring your used linen to reception (during open hours) and put in red bins near front door. We are open to 7.30pm on Thursdays. Please note that mattress protectors and duvet covers are your own responsibility to clean.

LODGING FEE RECEIPT – If you provide us with your email address, we will happily email you your receipt. If you would like a printed receipt these are available from reception once your payment has been processed.

RUBBISH – Please ensure all food scraps and rubbish are regularly disposed of into the rubbish and recycling bins located at the bottom of the Falcon Lodge driveway beside 'A' building.

SMOKING – Smoking is permitted outdoors only. Please dispose of your butts in the bins provided.

VACUUM CLEANER – Is available from Reception during office hours. Please make sure that you return it to reception when you have finished using it for other guests to use (maximum 10 minutes). You are required to keep your room clean and tidy for the health and safety of both yourself and other residents.

WIFI – Can be purchased from Reception. For long term guests we have a special \$5 per week for unlimited usage on 2 devices. Please check with reception to see if you are eligible and what the terms and conditions are. We also offer short term deals - \$4.95 for 1 day. \$9.95 for 3 days. \$19.95 for 5 days.

**If you have any further questions about your stay at Falcon Lodge.
Please don't hesitate to come and see us at reception, during our office hours.**

PAYMENT PROCEDURES – SHORT TERM

For short term residents (staying less than a month).

All lodging payments can be made electronically at Reception. During office hours.

PAYMENT PROCEDURES – LONG TERM

For long term residents (staying longer than 1 month) rent must be received in our account by Thursday each week

There are 3 ways to pay.

1. Set up an automatic payment. This can be easily done online or at your financial institution. Just set it up so that the lodging fee arrives in our account by Thursday. (Recommended)
2. Online banking transfer. Similar to an automatic payment but you have to remember to do this manually each week.
3. Direct Credit. On Thursday before 2pm you can go into any branch of the NAB and pay to the teller.

Payment receipts will be emailed to you once we have received and processed your payment. Please be sure to provide us with your email address.

Bank details are as follows:

Bank: National Australia Bank
Account Name: Falcon Lodge Nominees Pty Limited
BSB Number: 082 140
Account Number: 39 201 8428

When making a payment please enter your first initial, last name, and room number in the “description for their statement” (meaning Falcon Lodge) so that it shows up on our bank statements.

For example – CSmithB17

We will let you know if we have not received your lodging fee. Or if you need to adjust your automatic payment ensuring that it arrives into our bank account by Thursday weekly.

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GUEST COPY

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Violence or threats of violence towards anyone living in, working in, or visiting the premises	Immediate
Wilfully causing damage to the premises or using the premises for an illegal purpose.	1 Day
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OCCUPANCY PRINCIPLES

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(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

4. Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

(a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
(b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover the following:

(a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,

(b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,

(c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,

(d) the reasonable cost of replacing locks or other security devices altered, removed, or added by the resident without the consent of the proprietor,

(e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the

costs, fees, or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

(a) any failure by the resident to comply with the terms of an occupancy agreement, or

(b) any damage to the boarding house caused by the resident or an invitee of the resident, or

(c) any other matter or thing prescribed by the regulations.

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A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

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(c) reasonably secure.

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A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

8. Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

9. Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

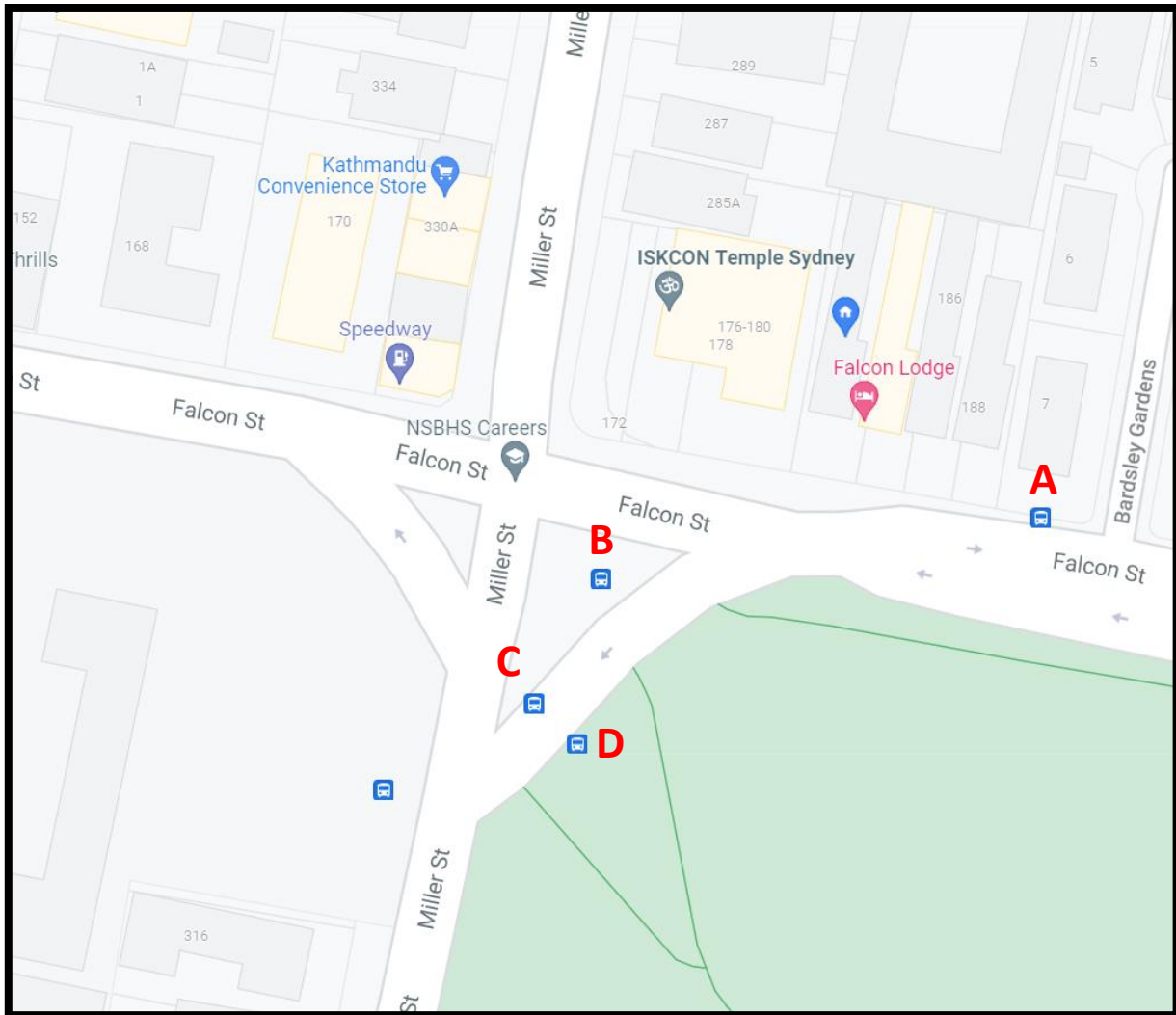
10. Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

11. Provision of written receipts

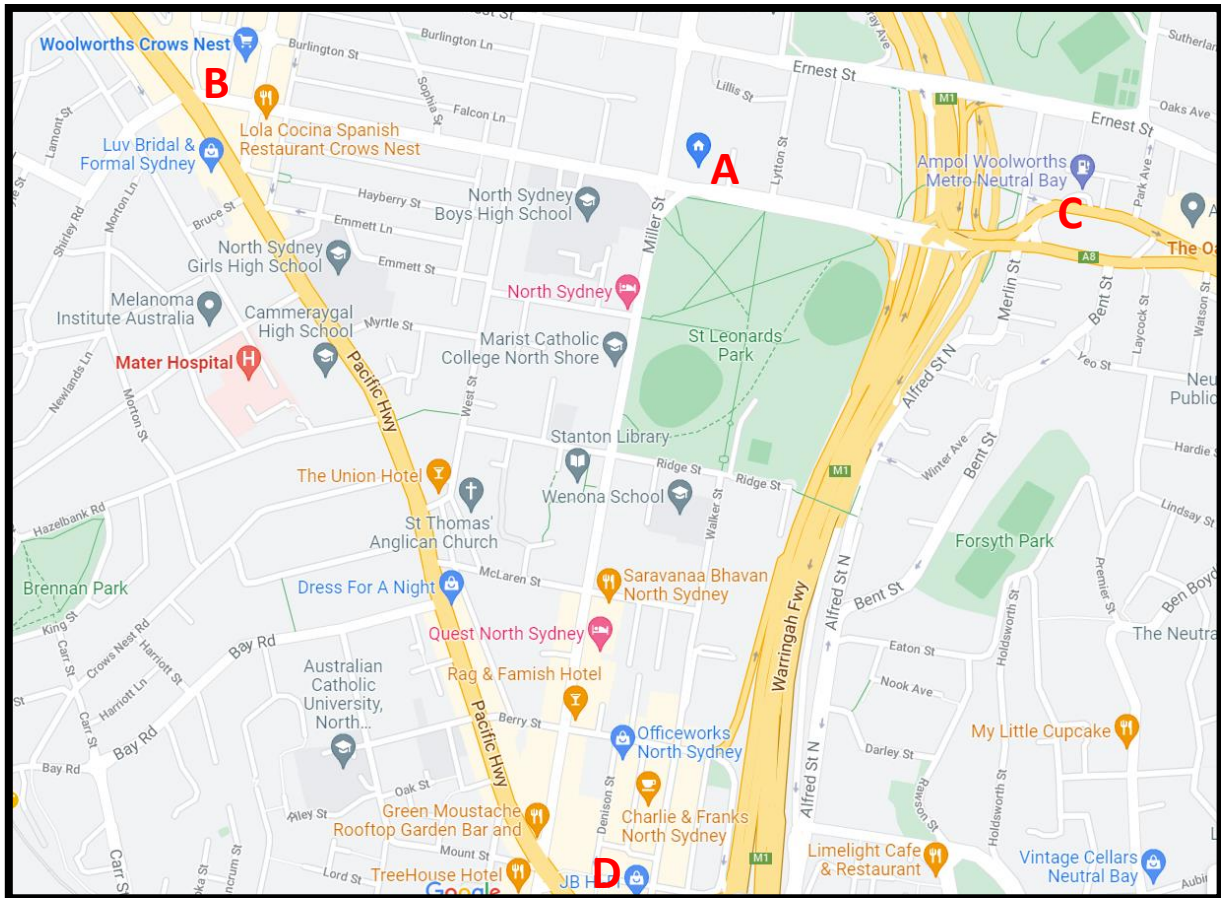
A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

BUS STOPS / DESTINATIONS



A	To Manly- catch the 143 or 144 bus from Falcon St near Bardsley Gardens To Balmoral- catch the 257 bus from Falcon St near Bardsley Gardens
B	To Chatswood- Catch the 143 or 144 bus from Falcon Street near Miller St
C	To City (Wynyard station) catch the 202, 207 or 208 bus from Miller St near Falcon St, Nth Syd To Airport- catch the 202, 207 or 208 bus from Miller St near Falcon St, North Sydney To Central Train Station- catch the 202, 207 or 208 bus from Miller St near Falcon St, Nth Syd
D	To North Sydney and North Sydney Train Station- catch the 230 or 154x bus

CLOSEST FOOD RETAILERS

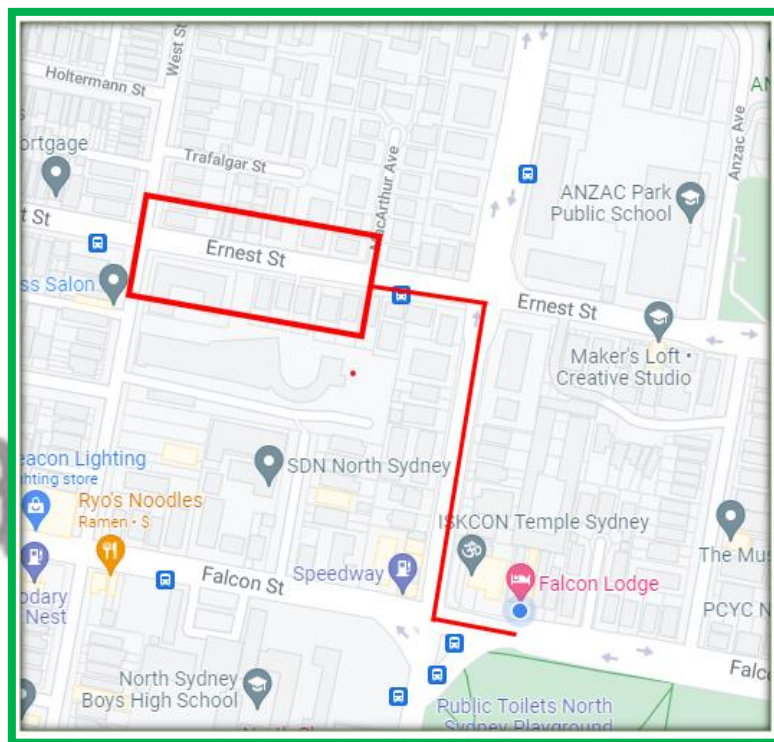


A	Falcon Lodge
B	Woolworths Crows Nest – 900m – 10 min walk
C	Coles Neutral Bay – 900m – 10 min walk
D	Aldi North Sydney – 900m – 10 min walk

PARKING IN NORTH SYDNEY

There is local all-day free street parking available close to the lodge. This is on Ernest Street. This is on both sides of the street but only for the block between West and Miller streets. It is a 5-minute walk from the lodge. Be prepared. As you can imagine the spots fill fast. Please refer the map below.

There is also free parking from Friday 4pm through till Monday 9am on the parallel parking side of Lytton Street. Please note the rear-to-kerb parking spots are NOT free all weekend and you will be fined. Lytton Street is a two-minute walk from Falcon Lodge.



If the first two options are not available, you can try your luck with Park Avenue. It is the second street on the left, after the Ampol service station. This is a one-way street where you will find free all-day parking on the left-hand side of the street only. **Please make sure you park on the left-hand side only. You will be fined if you park on the right-hand side.** Spots are limited and subject to availability. They do fill up fast. The walk back to the lodge is about 700m and takes about 8-10 mins.

