ST BARNABAS STUDENT RESIDENCES
RESIDENTIAL AGREEMENT 2027

TERMS OF AGREEMENT

THIS AGREEMENT is made

Between

The Proprietor: **St Barnabas Church Broadway**
AND
The Resident: **[Resident full name]**

1. Grant of Licence

1.1 The Proprietor, St Barnabas Church Broadway, grants to the Resident for the Term a licence to reside in a room in the Residence and use the Common Areas of the residential premises St Barnabas Residences, on the terms and conditions set out in this Agreement and the Resident accepts that grant.

1.2 The licence referred to in clause 1.2:

(i) is not exclusive as against the Proprietor;

(ii) does not give the Resident any tenancy, estate or any other interest in all or any part of the Room or the Residence other than the right to use the Room, in accordance with this Agreement;

(iii) is personal and must not be assigned, transferred or sub-licenced by the Resident.

1.3 The parties acknowledge that the licence granted is not a lease and does not give the Resident any rights as a tenant of any part of the Residence (including the Room) nor create the relationship of landlord and tenant between the parties. The *Residential Tenancies Act 2010* (NSW) ("Act") does not apply to this Agreement because this Agreement is of a kind referred to in section 8 of the Act and/or the Residence is exempted from the operation of the Act under clause 31 of the *Residential Tenancies Regulation 2019* (NSW).

1.4 These terms and conditions apply immediately on acceptance of an offer of accommodation.

2. Occupation

2.1 The Proprietor grants the Resident the right to occupy [**room type]** Room **[room #]** at the Residence of **[Arundel House/ ## Glebe Point Rd]** and use the Common Areas for the Period of Occupation specified at clause 3 below, on the terms and conditions of this Agreement and the Resident accepts that grant.

2.2 Where the Room Type is:

(i) single occupancy, the Resident may only occupy the Room as a single person and may not occupy the room in conjunction with any other person(s); or

(ii) dual occupancy, the Resident may only occupy the Room in conjunction with one other person who has entered into a Residential Agreement with the Proprietor for dual occupancy of the Room.

2.3 Whilst the Room Type will be as described in this Agreement, the location of the Room allocated to the Resident within the Residence is within the absolute discretion of the Proprietor.

2.4 The Proprietor reserves the right to allocate a new Room for the Resident (whether permanent or temporary) and the Resident must comply, for reasons such as and including repair and maintenance purposes, student safety or student welfare, in an actual or suspected emergency, to address difficulties between residents of the Residence, for the effective economic use of the Residence's resources, or to correct an administrative error, subject to first providing reasonable notice to the Resident. If the Resident fails to do so, the Proprietor may arrange to move the Resident's possessions to the alternate room or to storage (at the Resident's cost if so required). If the Proprietor requires the Resident to move to another Room, the Resident will not be required to pay any other Fee for the reassigned Room.

2.5 The Resident may reside only in the Room allocated to them and may not move to another room in the Residence without the Proprietor's prior written consent. If the Resident fails to comply, then the Proprietor may immediately terminate this Agreement.

2.6 The Resident may request to be moved to another Room of the same Room Type and the Proprietor may consent to the request subject to availability and at the discretion of the Director. If the Resident requests to move to another Room of a different Room Type, the Resident will be required to pay the advertised Occupancy Fee for that Room Type.

2.7 Unless the relocation is temporary, if the Resident moves to another room for any reason, the new Room will become the Room for the purposes of this Agreement

and the amount payable will become the Occupancy Fee for the purposes of this Agreement.

2.8 The Proprietor's agent or nominee may only enter the Resident's Room, at a reasonable time, with reasonable notice and on reasonable grounds. Notice may or may not be in writing. Agreed access and notice periods are set out below:

- 2.8.1 In an emergency, or to carry out emergency repairs or inspections - Immediate access
- 2.8.2 To clean the premises - 24 hours
- 2.8.3 To carry out repairs - 24 hours
- 2.8.4 To show the room to a prospective resident - 24 hours
- 2.8.5 To carry out inspections - 48 hours

2.9 The Resident acknowledges that the Room is furnished with the furniture belonging to the Proprietor. The Resident may not add any additional furniture, furnishings, or other items requiring an electrical connection or heat source or furniture over 40cm in diameter (including heaters, electric blankets, cooking appliances, lights, extra beds, mattresses or armchairs) to the Room without the approval of the Proprietor (which must not be unreasonably withheld). The Resident may only use electrical equipment and cords that are designed for use within Australia. If in doubt please check with the Director or Operations Manager.

2.10 The Common Areas are for the use and enjoyment of all residents of the Residence. The Resident may use the Common Areas for their intended purposes, such as for social activities and relaxation, in common with the Proprietor and other residents and at no time has exclusive use.

2.11 At Arundel House: the Resident must not store personal items or leave any mess made by them in Common Areas (including in any kitchen areas), except in the allocated space provided for kitchen storage. The Resident is responsible for any damage they cause to the Common Areas. Furniture, appliances and fittings of the Common Areas are not to be removed from the Common Areas or brought into the Residents' Rooms.

2.12 At The Terraces: personal items owned by the Resident may only be stored in Common Areas with the consensus of the other Residents in the household, except in the allocated space provided for kitchen storage. The Proprietor takes no responsibility for any damage or loss of these items. The Resident must not leave any mess made by them in Common Areas. The Resident is responsible for any damage they cause to the Common Areas. Furniture, appliances and fittings of the Common Areas are not to be removed from the Common Areas or brought into the Residents' Rooms.

2.13 The Proprietor's agent or nominee may inspect, repair, clean and maintain the Common Areas at reasonable times and may temporarily interrupt access to the Common Areas.

3. Occupancy Fee

3.1 The Occupancy Fee is **[$xx] per week** and is payable fortnightly commencing on **1st February, 2027.**

3.2 Payment of the Occupancy Fee is as follows:

The Occupancy Fee is due two weeks in advance and is collected fortnightly on Monday by Direct Debit unless otherwise arranged, in writing, with the Director or Operations Manager.

Falling behind in payments is treated seriously. Residents should see the Director as soon as practicable if in financial difficulty. In the event of a Resident falling behind in their Occupancy Fees, the Proprietor has determined that the Director and Operations Manager will adopt the following policy:

(i) *Two weeks behind:*
The Operations Manager will notify the Resident that they are behind in payment by two weeks (i.e. two weeks in advance) and that the arrears will be added to their next payment unless otherwise advised by the Resident. At the discretion of the Operations Manager, an option to pay the arrears via Bank Transfer may be offered.

(ii) *Four weeks behind:*
The Director or Operations Manager will request in writing that the Resident meet with the Director to explain why they are in arrears and why they should not be asked to leave. Where applicable, the Resident's parents/guardians ~~wi~~ll be notified of the arrears. An offer of a schedule to repay the debt may be made, so that by an agreed date the Resident's account will be paid. This means paying off the arrears as well as paying the Occupancy Fees due two weeks in advance.

(iii) If the above process does not result in a satisfactory correction of the Resident falling into arrears, the Resident will be issued with a notice to leave the Residence within two weeks and the Security Deposit forfeited. Where applicable, the Resident's parents/guardians will be informed of the notice to leave.

(iv) Residents not up to date with payment of the Occupancy Fees by the end of the academic year may not be permitted to take up residence over the summer or return the following year.

3.3 The Resident acknowledges that Fees remain payable in full even if any services provided by the Proprietor in the Residence—including internet or other utilities—are temporarily unavailable, disrupted, or substituted with alternative services.

4. Period of Occupation

4.1 The Period of Occupation is from **01/02/2027 to 27/11/2027**, inclusive**.**

4.2 Following completion of the Period of Occupation the Resident is to vacate their room, remove all personal belongings, and ensure the Room is clean and in the condition when occupation commenced to the satisfaction of the Director or their nominated agent and return their key. This is subject to any written permission given by the Proprietor that occupation can continue after the end of that Period.

4.3 The Resident acknowledges that continued occupation for the length of the Period of Occupation is dependent upon:

4.3.1 compliance with the terms of this Agreement; and

4.3.2 compliance with any lawful written direction given by the Director to the Resident.

5. Security Deposit

5.1 A Security Deposit is payable by or on behalf of the Resident prior to commencement of the Period of Occupation.

5.2 The amount of the Security Deposit is [**$XXX]** which amounts to 4 weeks of the Occupancy Fee as set out in Clause 3.1.

5.3 The Security Deposit may be applied towards:

(i) the reasonable cost of repairs to the Room, furniture or the Common Areas as a result of damage (other than fair wear and tear) caused or contributed to by the Resident (or a Resident's Associate);

(ii) any Fee or other amount due and payable by the Resident under this Agreement which has not been paid by the Resident;

(iii) the reasonable cost of any necessary cleaning of the Room, furniture or the Common Areas, the need for which is caused or contributed by the Resident;

(iv) the reasonable cost of replacing locks or other security devices altered, removed or added by the Resident without the consent of the Proprietor.

5.4 If all or any part of the Security Deposit is applied by the Proprietor under clause 5.3 or another provision of this Agreement, the Resident must top up the amount

necessary to restore the Security Deposit to the amount specified in clause 5.2 within seven days of being given notice requiring them to do so.

5.5 Any balance of the Security Deposit remaining after all deductions have been made will be refunded to the Resident within 14 days of termination of this Agreement, unless the Resident agrees that the Proprietor may retain the amount and apply it as the Security Deposit under any subsequent Residential Agreement.

6. Other Fees

6.1 The Resident agrees that all fees paid at or before the commencement of occupancy are non-refundable.

6.2 Fees may include but are not limited to:

(i) an acceptance fee of $1050 that will be credited towards Occupancy Fees in first semester (less $50 admin fee). The acceptance fee is for Residents who have not resided at the Residences in the previous year

(ii) an amenities fee of $1000 which contributes to the upkeep of shared facilities of the Residence

(iii) a meal package fee of $100 per week for Residents of the Terraces (76-82 Glebe Point Rd) who have signed up for this service.

(iv) a replacement key fee of $60

(v) a cancellation admin fee of $200

7. Written Receipts

7.1 The Proprietor agrees to provide the Resident with a written receipt for all money paid to the Proprietor, including for Occupancy Fees, Security Deposit and for other charges. The receipt should be provided within a reasonable time period after the payment is received.

8. Residents' Responsibilities

8.1 The Resident agrees to:

(i) keep the Room reasonably clean and tidy at all times;

(ii) notify the Director or Operations Manager as soon as practicable of any damage to the room, furniture, Common Areas, or any other part of the Residence that they observe;

(iii) take responsibility of and liability for any loss of valuables or personal belongings kept or left unattended in the Residence, which shall remain at the sole risk of the Resident. It is recommended that Residents obtain their own personal contents insurance. The Proprietor will provide reasonable maintenance and overall security

of the Residence but does not accept responsibility for the supervision or security of personal effects;

(iv) take personal responsibility for parcels, courier or mail items that they received at the Residence and acknowledges that the Proprietor will not sign for or collect parcels on the Resident's behalf;

(v) ensure lights, electrical equipment, and water taps are turned off when not in use;

(vi) use the internet and related services in a lawful, respectful, and responsible manner, including creating, uploading, downloading, torrenting, or otherwise consuming content that may cause harm to individuals, communities, organizations, or the Proprietor. Harmful content includes, but is not limited to: content condoning modern slavery and the exploitation and denigration of others; spreading hate speech, harassment, or discrimination of any kind; engaging in cyberbullying or intimidation; distributing malicious software or conducting unauthorised access; promoting or inciting violence of any kind, including child abuse, domestic violence or intimate partner violence, or illegal activities. If the Resident is found to have accessed harmful content, the Proprietor may (amongst other things) report the incident to the police;

(vii) comply with the Proprietor's policies, procedures and rules (including, without limitation, any Resident Handbook);

(viii) bear responsibility for managing their own physical and mental health, including seeking appropriate professional care and disclosing any conditions that may affect their participation in the community. While pastoral care is available as a source of support and guidance, it does not substitute for professional therapy or medical treatment. The Director and their representatives are authorised to take necessary actions to safeguard residents and the community in cases of serious mental health concerns, which may include contacting mental health services or emergency responders. Comprehensive guidelines, including a mental health safety flowchart and a directory of external support services, are provided within the full St Barnabas Student Residences Mental Health Policy;

(ix) comply with the reasonable directions and instructions, in writing or otherwise, of the Director, Operations Manager and operational staff whom the Proprietor has charged with maintaining the good order and operation of the Residence;

(x) notify the Proprietor of any absence from the Room exceeding 48 hours. If a Resident is absent for longer than 72 hours without notification, the Proprietor may enter the Resident's Room to investigate and may report the Resident as a missing person and/or contact the Resident's nominated emergency contact person;

8.2 The Resident must not:

(i) intentionally or negligently cause or permit any damage to or misuse their Room, any furniture, fixtures, fittings, or any part of the Residence;

(ii) create any noise, nuisance or other disruption that is likely to interfere with the peaceful enjoyment of others;

(iii) attach any thing, item, furniture, fixture or fitting in the Room or the Common Areas (including posters, pictures, wall hangings, flyers and promotional material) without the Proprietor's approval;

(iv) alter or add to the Room or the Common Areas without the Proprietor's prior written consent. If the Resident is found to be responsible for any graffiti, they will be liable for (amongst other things) the reasonable cleaning cost;

(v) remove any furniture, fixtures or fittings in the Room and/or Common Areas without the Proprietor's prior written consent;

(vi) use the Room, Common Areas or data network for any illegal or harmful purpose or commercial activity;

(vii) smoke or vape any substance in their Room or in the Residence, including the outside areas of the Residence;

(viii) possess, cultivate, supply or use any illegal drugs or substance or prescription medication (other than for its intended purpose) If the Resident is found to be in possession of any illegal drugs, substance or prescription medication (other than for its intended purpose) the Proprietor may (amongst other things) immediately confiscate them and may report the incident to the police;

(ix) possess any firearms or other weapons. If the Resident is found to be in possession of any firearms or weapons the Proprietor may (amongst other things) immediately confiscate them and may report the incident to the police;

(x) cook in the Room, including by using microwaves, kettles, toasters, rice cookers, electric woks, hotplates or other kitchen appliances. Cooking is only permitted in designated kitchen areas;

(xi) obstruct, interfere with or in any way block any building access, including any disabled access, ramps, fire doors, stairs or lifts. The Proprietor may (amongst other things) remove any items that are causing such a blockage;

(xii) jeopardise the security of the Residence by giving keys to non-residents or sharing keys with any others;

(xiii) enter or access another Resident's Room without permission;

(xiv) keep any hazardous materials including chemicals, propane, kerosene or corrosive materials in their room or anywhere in the Residence;

(xv) keep any pets in the room or elsewhere in the Residence apart from guide dogs or registered assistance animals that the Proprietor has been notified of prior to entering into this Agreement;

(xvi) possess or consume alcohol if the Resident is under the age of 18 years; supply alcohol to minors; sell or distribute alcohol in the Residence; do or permit behaviour inconsistent with the responsible consumption of alcohol.

8.3 Photography, Filming and Security Monitoring

8.3.1 The Resident acknowledges and agrees that, from time to time, photographs, video recordings, audio recordings or other media may be created within the Residences, at Residences events, activities, meetings or for other operational, promotional, archival, community engagement or administrative purposes.

8.3.2 The Resident consents to the Proprietor using, reproducing, publishing, communicating and storing images, recordings or likenesses of the Resident in any media format, including but not limited to printed publications, websites, social media platforms, presentations, promotional materials, fundraising materials and internal communications.

8.3.3 The Resident may withdraw consent for future promotional use of their image by providing written notice to the Director. The Proprietor will take reasonable steps to cease future use of the Resident's image where practicable but is not required to recall, remove or alter materials already published, distributed or produced prior to receipt of the notice.

8.3.4 The Resident acknowledges that closed-circuit television (CCTV) and other security monitoring systems may operate in external areas, entrances, exits, hallways, common areas and other shared spaces of the Residence for the purposes of safety, security, incident investigation, property protection, risk management and compliance with legal obligations.

8.3.5 CCTV devices will not be installed within resident bedrooms, bathrooms or other areas where a person would reasonably expect complete personal privacy.

8.3.6 The Resident consents to being recorded by CCTV systems while present in monitored areas of the Residences and acknowledges that CCTV footage may be viewed, retained, disclosed or provided to authorised personnel, contractors, insurers, emergency services, regulatory authorities or law enforcement agencies where reasonably required for the purposes described above or as permitted by law.

8.4 National Higher Education Code for the Prevention and Response to Gender-Based Violence

8.4.1 The Resident acknowledges that:

(i) the Proprietor complies with the *Higher Education Code for the Prevention and Response to Gender-Based Violence* and any applicable successor requirements

(ii) the Proprietor uses RespectX to record and manage disclosures, reports and incidents relating to wellbeing, misconduct and gender-based violence.

(iii) completion of RespectX online and in-person training, in the reasonable timeframes requested from time to time, is a mandatory condition of residency to achieve compliance with the Code.

(iv) where a disclosure or report is made, the Proprietor may collect, use, store and disclose personal information to provide support, manage risk, investigate incidents and meet legal obligations, in accordance with privacy laws and policies.

(v) nothing in this clause prevents a Resident from reporting an incident directly to police, emergency services, a university, regulator or other external support agency.

(vi) the Proprietor may investigate and take appropriate action in relation to alleged breaches of Residences policies, this Agreement or applicable laws concerning gender-based violence, harassment, discrimination or misconduct, including conduct occurring during Residence activities, events, online interactions or otherwise affecting the Residence community.

9. Visitors

9.1 For the purpose of this clause, a **visitor** is someone who enters the Residence at the invitation of the Resident but does not stay overnight, and an **overnight guest** is someone who resides overnight at the Residence at the invitation of the Resident.

9.2 At Arundel House

(i) all visitors must use the sign in and sign out procedures

(ii) no male visitors of the Resident will be allowed onsite before 9am and after 10pm. Residents are encouraged to use the Common Areas for hospitality so that misconduct allegations do not arise behind closed doors.

(iii) the Resident is responsible for the conduct of their visitors at all times and no male visitor will be left unaccompanied.

(iv) visitors will use the downstairs bathrooms only. Males to the left at the bottom of the stairs through the fire door. Females to the right into the Lower Ground wing, next to the laundry

(v) cohabitation is not permitted at St Barnabas Residences, so overnight guests are restricted to a female member of the Resident's family or a female non-romantic friend.

(vi) the Resident must inform the Director or her representative of any overnight guests before they stay over or as soon as is practicably possible. A nightly fee is payable as is a fee for dinner (see handbook for up to date fee amounts).

(vii) if the Resident wishes to have an overnight guest in a shared room the permission of the Resident's room mate is required.

(viii) the Proprietor does not provide spare bedding or mattresses for guests.

9.3 At The Terraces

(i) no visitors of the opposite gender of the Resident will be allowed onsite before 9am and after 10pm. Residents are encouraged to use the Common Areas for hospitality so that misconduct allegations do not arise behind closed doors.

(ii) the Resident is responsible for the conduct of their visitors at all times and no visitor will be left unaccompanied.

(iii) cohabitation is not permitted at St Barnabas Residences, so overnight guests are restricted to a member of the Resident's family or a non-romantic friend of the same gender as the Resident.

(iv) the Resident must inform the Director or her representative of any overnight guests before they stay over or as soon as is practicably possible. A nightly fee is payable (see handbook for up to date fee amounts).

(v) if the Resident wishes to have an overnight guest the permission of the Resident's room mate (if in a shared room) and other housemates is required.

(vi) the Proprietor does not provide spare bedding or mattresses for guests.

9.4 A lockable, double Guest Room is available for female overnight guests of Arundel House or Terraces Residents who require more privacy, comfort or a longer stay. Stays at the Guest Room are charged at $100 per night. Bookings can be made ahead of time with the Director or the Operations Manager.

st barnabas
anglican church broadway

10. Termination

10.1 The Proprietor has the right to terminate the Resident's Period of Occupation, and direct the Resident to leave the Residence within a reasonable time, if:

10.1.1 the Resident has failed to comply with any of the terms of this Agreement; or

10.1.2 The Resident has failed to comply, within the time specified, with a lawful written direction of the Director or Operations Manager.

10.2 Where the Director has directed the Resident to leave the Residence they will not be required to pay Occupancy Fees after they have left but may forfeit their Acceptance fee or Security Deposit subject to clause 5.3.

10.3 The Resident may leave the Residence prior to completion of the Period of Occupation, subject to the following:

10.3.1 The Resident must make arrangements with the Director to hand over keys, and

10.3.2 The Resident will be liable for Occupancy Fees for the remainder of the occupancy period stated at clause 3.1 above if the Director is unable to secure a replacement Resident to occupy the room for the remaining Period of Occupation set out in this Agreement.

10.4 The Resident may apply to the Director or Residences Committee for adjustments to or termination of the contract for reasons relating to course enrolment, such as sickness or ceasing study. Formal evidence must be provided (eg. Medical certificate or official university correspondence etc), and the Director and Residences Committee reserve the right to respond at their discretion.

Director Date Signed:

Resident Date Signed:

Director…… Resident…….....