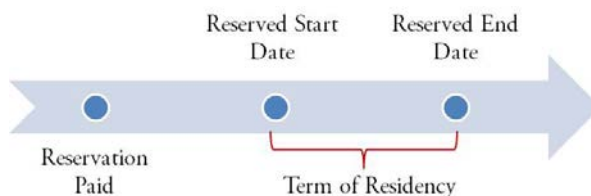


Terms and Conditions of the Residency Agreement with the Graduate Union

Term of Residency

The **Term of Residency** is reserved in advance and is calculated from the **Reserved Start Date** (anticipated first night) to the night preceding the **Reserved End Date** (anticipated departure) **Date**.



Residency Fee

The **Residency Fee** is the cost per week for accommodation in a room or apartment and for meals (seven breakfasts, five dinners per week) over the Term of Residency.

The Residency Fee varies according to room type, the duration of residency, market comparisons annually to other graduate accommodation facilities and the number of residents per room or apartment.

Payment of the Residency Fee is two weeks in advance. The resident member may choose to pay for more than two weeks in advance (prepaid) at any time during the Term of Residency.

Failure to pay the Residency Fee two weeks in advance throughout the term of the residency may result in termination of the Residency Agreement. The last payment (at the end of the Term of Residency) is made at least two weeks in advance of the Reserved End Date.

Resident members experiencing difficulties in meeting payments of the Residency Fee are advised to meet in a timely manner to speak confidentially with the CEO/Head of College about resident member assistance options.

Paid and Confirmed Reservation

Payment for and confirmation of a reservation signifies onset of the Residential Agreement between the resident and The Graduate Union.

To secure a reservation, payment in advance (before entering residency) is required of:

- the Resident Membership Fee – non-refundable
- the Joining Fee – non-refundable
- two weeks Residency Fee
- the Room Bond (two weeks Residency Fee) - refundable
- the Key Bond – refundable

The resident member may choose to pay more than two weeks of the Residency Fee in advance (prepaid) and for others services and goods (for example, internet access, car parking and association/college garb).

Room Bonds

Resident members with residency terms of 28 days (four weeks) or longer are required to pay a **Room Bond** (two weeks Residency Fee).

Subject to the terms and conditions of The Graduate Union and its Rules and Regulations, the

Room Bond will be refunded to the resident member within 14 days of the departure date.

Refund of the full Room Bond is dependent on the room being left clean, tidy and without damage.

Refund of the full Room Bond is dependent also on adherence to Notification of Change procedures and schedules, and to the Graduate Union Code of Conduct.

Notification of Change to the Residential Agreement by the Resident Member

Notification of Change to the Residential Agreement is defined as a statement made by a resident member following payment and confirmation of a reservation to change the initially agreed upon Term of Residence or the conditions of the residency (e.g. room type change, meal type change, etc.). Examples of Notification of Change include:

- Notice of Cancellation of a Confirmed Reservation;
- Notice of Early Departure;
- Notice of Change to Required Diet or Dietary Preference.

Notification of Change to the Residential Agreement by the Resident Member is to be in typed written English by email to admingh@graduatehouse.com.au, or by post or hand delivery to The Graduate Union, 220 Leicester Street, Carlton, Victoria, Australia, 3053.

* Explanation of Symbols

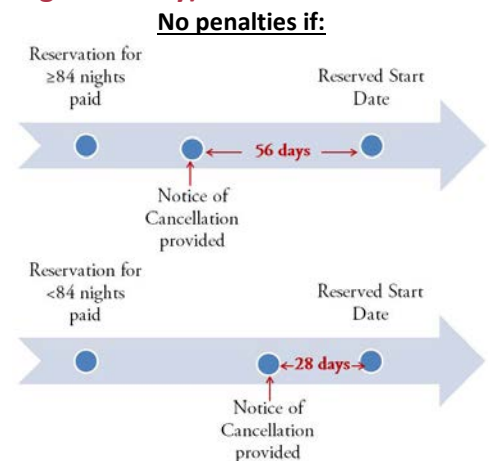
The symbol \geq indicates 'greater than or equal to' and the symbol $<$ indicates 'less than'.

CANCELLATION of a CONFIRMED RESERVATION

Notice of Cancellation of a Confirmed Reservation (before entering residency)

For reserved Residency Terms of \geq (greater than or equal to) 84 days, The Graduate Union must be notified of a cancellation by 4.00pm Australian Eastern Standard Time (AEST) **56 days** in advance of the Reserved Start Date. For example, Notice of Cancellation for a Residency Term commencing 1st February, 2013 must be provided by AEST 4.00pm 7th December, 2012 to avoid penalty payments.

For reserved Residency Terms of $<$ (less than) 84 days, The Graduate Union must be notified of a cancellation by 4.00pm AEST **28 days** in advance of the Reserved Start Date. For example, Notice of Cancellation for a Residency Term commencing 1st July, 2013 must be provided by AEST 4.00pm 3rd June, 2013 to avoid penalty payments.



Penalties for Late Notice of Cancellation of a Confirmed Reservation (before entering residency)

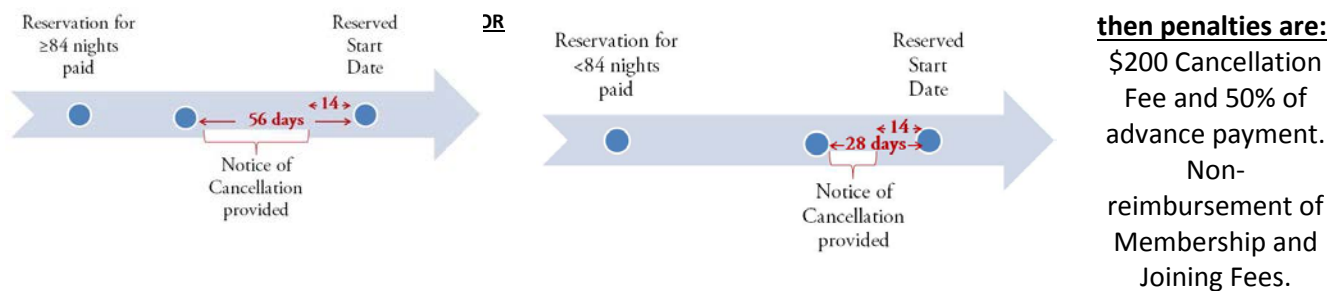
Penalties apply for late or no Notice of Cancellation.

Note: The Graduate Union is a charitable not-for-profit association, college and meeting place that is dependent on income from Residency Fees.

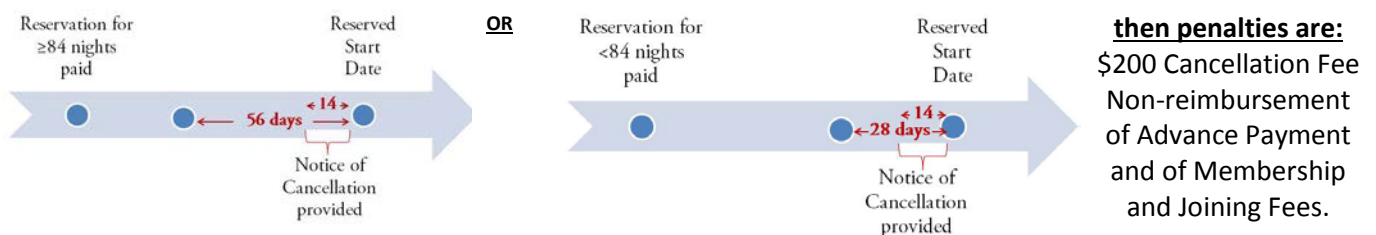
If Notice of Cancellation is not provided 56 days (for reserved Residency Terms ≥ 84 days) or 28

days (for reserved Residency Terms <84) in advance of the Reserved Start Date, a \$200 **Cancellation Fee** will apply.

The Cancellation Fee will be deducted from the Advance Payment of the Residency Fee. Provided the cancellation is received ≥ 14 days prior to the Reserved Start Date, 50% of the remainder of the Advance Payment of the Residency Fee will be reimbursed, together with the room and key bonds and other payments received (e.g., for a car parking space, for the internet). The Membership and Joining Fees will not be reimbursed to enable continued membership of the international collegium of graduates.



If Notice of Cancellation is provided <14 days prior to the Reserved Start Date, the \$200 cancellation fee will apply and the remainder of the advance payment of Residency Fees will not be reimbursed. Room and Key bonds, together with other payments received (e.g. for car park, for internet) will be reimbursed. The Membership and Joining Fees will not be reimbursed.



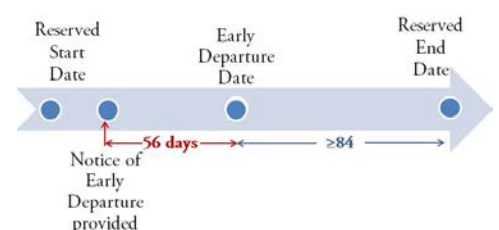
EARLY DEPARTURE from RESIDENCY TERM

Early Departure from Residency Term is when the resident member departs on a date before the Reserved End Date.

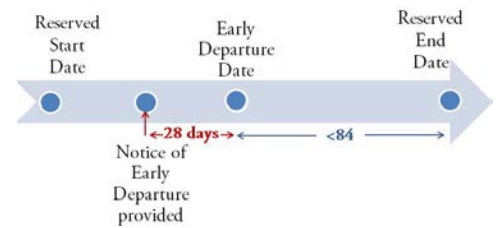
Notice of Early Departure by Resident (after entering residency)

When a resident member intends to depart on a date before the Reserved End Date, a **Notice of Early Departure** is required.

If ≥ 84 days remain from the Early Departure Date to the Reserved End Date, the resident must notify The Graduate Union of intent for early departure by 4.00pm Australian Eastern Standard Time (AEST) **56 days** in advance of the Reserved End Date. For example, for a Residency Term with Reserved Start Date 1st February, 2013 and Reserved End Date 8th January, 2014, Notice of Early Departure mid-year on the 6th July, 2013 is required by 4.00pm two months earlier (11th May, 2013).



When <84 days remain from the Early Departure Date to the Reserved End Date, the resident must notify The Graduate Union of intent for early departure by 4.00pm AEST **28 days** in advance of the Reserved End Date. Thus, for a lease with Reserved Start Date 1st February, 2013 and Reserved End Date 8th January, 2014, Notice of Early Departure end-year (e.g., 8th November, 2013) is required by 4.00pm one month earlier (9th October, 2013).



Note: The Graduate Union understands that resident members who are nearing the end of a major course of study, such as a doctorate or masters, are often not able to confirm the precise date of departure in relation to the original Reserved End Date.

If the resident member anticipates that the intended date for departure at the end of a long Term of Residency is likely to differ by a few days, they should notify The Graduate Union of this uncertainty. The notification periods as outlined above apply – that is, 56 and 28 days when \geq and <84 days remain respectively on the residential term.

This notification should be in writing to the CEO/Head of College and include:

- the anticipated date range for departure;
- any anticipated discrepancy between the actual departure date and the Reserved End Date;
- the reason for not being able to confirm the actual departure date;
- a request for a waiver of penalties or non-reimbursements.

Each submission will be considered on a case by case basis and with due consideration to the specific study, career and travel schedules. The CEO/Head of College will notify the resident member in writing of the outcome and of any waiver of penalties and non-reimbursements.

Penalties for Late or No Notice of Early Departure (after entering residency)

Penalties apply for late or no Notice of Early Departure.

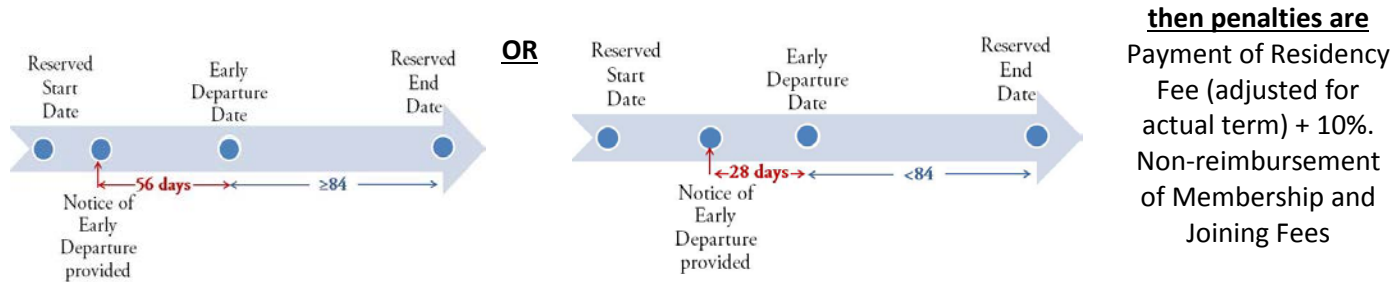
Note: The Graduate Union has a waiting list of graduates seeking residency. When a resident departs on a date before the Reserved End Date, but then seeks to return within the period of the originally agreed Term of Residency, they will be placed behind those already on the waiting list. The Graduate Union cannot guarantee a further period of residency to a resident member who departs and then seeks to re-enter following their break from residency. A resident member who adopts a departure/re-entry pattern to their advantage and thus to the disadvantage of existing or potential resident members may have their rights to residency revoked.

If the Notice of Early Departure is received according to the above Notification of Change schedule (that is, 56 or 28 days prior to the Early Departure Date), the Residency Fee will be adjusted to the Fee that corresponds to the actual Term of Residency plus 10%. For example, should the recalculated Term of Residency be four (4) months as opposed to eleven (11) months, the Residency Fee will be the Residency Fee for 3-11months plus 10% of the Residency Fee for 3-11 months.

Upon receipt of the Notice of Early Departure, The Graduate Union will require back-payment of the readjusted Residency Fees from Reserved Start Date to the date of Notice of Early Departure (minus Residency Fees already paid).

All future payments until the Early Departure Date will be at the readjusted Residency Fee rate (and will include the 10% increase).

Within 14 days of the Early Departure Date, the Room Bond and Key Bond will be reimbursed (subject to conditions). Membership and Joining Fees will not be reimbursed.



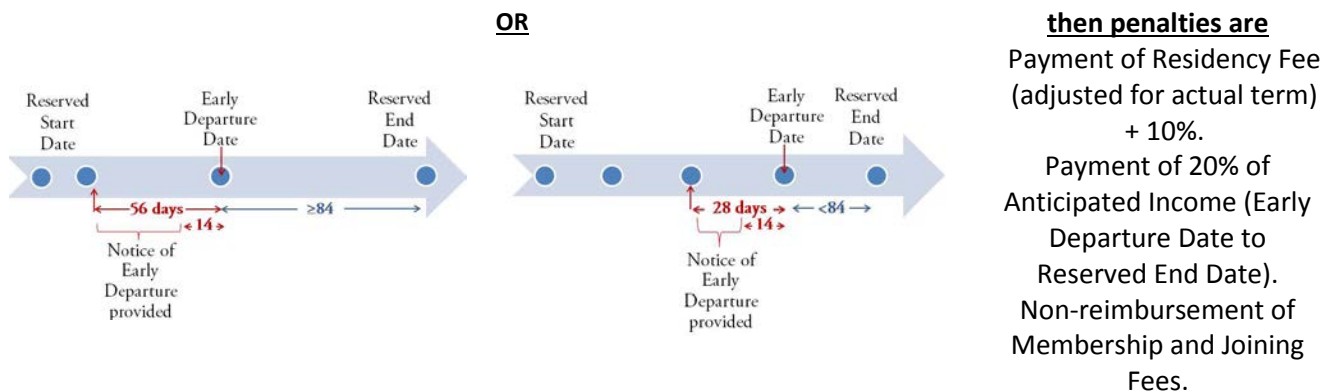
If the Notice of Early Departure is not received according to the above Notification of Change schedule (that is, it is received less than 56 or 28 days prior to the Early Departure Date – AND more than 14 days prior to the Early Departure Date):

Upon receipt of the Notice of Early Departure, The Graduate Union will require Payment of a Late Notice of Early Departure Fee (\$200) and Back-Payment (from Reserved Start Date to Notice of Early Departure date) of the Residency Fee that corresponds to the actual Term of Residency plus 10%.

All future payments until the Early Departure Date will be at the rate for the Residency Fee of the actual Term of Residency (and will include the 10% increase).

Two weeks prior to the Early Departure Date, The Graduate Union will require payment of 20% of the income that was to have been earned (now Lost Anticipated Income) by The Graduate Union (that is, the agreed Residency Fee for room nights from the Early Departure Date to the Reserved End Date).

Within 14 days of the Early Departure Date, the Room Bond will be reimbursed. The Membership and Joining Fees will not be reimbursed.



If the Notice of Early Departure is provided <14 days (or not provided) prior to the Early Departure Date:

Upon receipt of the Notice of Early Departure (or on the date of departure when no notice has been provided), The Graduate Union will require:

- payment of a Late Notice of Early Departure Fee (\$200).
- back-payment of the readjusted Residency Fees from Reserved Start Date to the date of Notice of Early Departure, including a 10% increase (minus Residency Fees already paid).
- payment of the readjusted Residency Fee from Notice of Early Departure Date to Early Departure Date, including a 10% increase (minus advance Residency Fee already paid).
- payment of 20% of the income that was to have been earned (the Lost Anticipated Income) by The Graduate Union (that is, the agreed Residency Fee for room nights from the Early Departure Date to the Reserved End Date).

There will be no reimbursement of the Room Bond, and of any other payments received.

Within 14 days of the Early Departure Date, the Key Bond will be refunded subject to the terms and conditions for key return.

SUMMARY of Penalties for Early Departure from Residency

	Notice of Departure is provided:		
	Within Correct Notification Period	Not in Correct Notification Period (but > 14 days before Early Departure Date)	Less than 14 days before Early Departure Date
Late Notice of Early Departure Fee (\$200)	No	Yes	Yes
Back and Future Payments for Actual Term of Residency + 10%	Yes	Yes	Yes
Payment of 20% of <u>Lost Anticipated Income</u>	No	Yes	Yes
Reimbursement of Room Bond	Yes*	Yes*	No
Reimbursement of Key Bond	Yes*	Yes*	Yes*
Reimbursement of Resident Membership Fee	No	No	No
Reimbursement of Joining Fee	No	No	No

*Subject to conditions

Early Termination of Residency Agreement by The Graduate Union (after entering residency)

Early Termination of the Residency Agreement by The Graduate Union is when the resident is required to depart on a date before the Reserved End Date. At its discretion, and in accordance with the Rules and Regulations of The Graduate Union, The Graduate Union may terminate the Residency Agreement of a resident member without notice. The financial arrangements for Early Termination of the Residency Agreement by The Graduate Union will be determined on a case by case basis.

Meals

Under the Residential Agreement, The Graduate Union offers a combined accommodation/meals package that entitles the resident member to breakfast seven days a week and dinner five nights a week (Monday to Friday). Meals are self-serve from the college kitchen and canteen and eaten in the dining room.

Resident members returning to the college after closure of the kitchen and canteen may request in advance a late dinner. This request must be submitted through the standard on-line form for this purpose and by 3.00pm of the day of the required late dinner. Late dinner requests will not be accepted after this time and late dinners will not be prepared without a Late Dinner Request.

The Graduate Union will endeavour to meet the Dietary Requirements specified on the application form and subject to provision of appropriate documentation and guidelines. Should special meals need to be purchased from outside, the Residency Fee will be increased accordingly. As the ordering of meals from outside companies is undertaken in advance, the resident member who requires such meals must provide 48 hours-notice if they are not attending for dinner.

On Saturdays and Sundays, and on Public Holidays, breakfast is provided. No other meals are provided on weekends or on Public Holidays.

Meals will be provided only to resident members who provide proof of residency by wearing their identification badges. Resident members may invite guests and are asked to notify the kitchen in advance so that catering is adjusted accordingly. Guests pay non-member prices for all meals and beverages. Payment is made at the bar in the dining room or in advance over the phone by credit card.

Under specific circumstances, including work placements away from college, study-related travel and over the December/January break, the meal component of the Residency Fee may be waived. Written notification is required at least two weeks prior to departure. Each request for alteration to the Residential Agreement terms and conditions will be considered on its merits, and The Graduate Union has the right to seek documentary evidence of the need for leave from college (e.g. conference registration, flight tickets, letter from work placement coordinator, etc.).

Meals are not provided and not charged for a short period at the end of December and into early January. The resident members in residence during this period will be informed of the kitchen and canteen closure dates towards the end of the year.

Services and Facilities

Rooms are serviced weekly by in-house housekeepers.

Bed linen and towels are provided and changed weekly upon room service.

Resident members have 24-hour access to a communal kitchen, a TV room, a games room and a lounge room. A small library for quiet study is also available most nights and weekends but may not be available during week days should it be booked for meetings by non-resident members or other functions.

Laundry facilities include coin operated washing machines and dryers in all wings of The Graduate Union. Washing powder may be purchased from the offices of The Graduate Union.

Reverse cycle air conditioners are installed in all rooms of the William Berry and Stella Langford Wings and are to be installed over 2013 in all rooms of the Main Building.

Utility costs for electricity, gas and water are included in the room rate. Resident members are asked to assist in the reduction of effects on the environment and the costs to The Graduate Union by turning off and unplugging all electrical appliances when not in their rooms and by turning off lights and other appliances upon exiting public resident spaces.

All electrical appliances are tested for safety and tagged. The Graduate Union reserves the right to remove electrical appliances or other items from the rooms without notice.

Internet

Wireless internet is available from \$22.00 per week for 4GB, \$33.00 per month for 10GB and \$40.00 per month for 30GB. Cards may be purchased from the reception of The Graduate Union offices.

Key Bond and Lockout Charges

Resident members with residency terms of 28 days (four weeks) or longer are required to pay a Key Bond (\$50.00).

Subject to the terms and conditions of The Graduate Union and its Rules and Regulations, this Key Bond will be refunded to the resident member within 14 days of the departure date.

Refund of the full Key Bond is dependent on return to The Graduate Union offices of the undamaged keys for the room of residency and facility entry.

Refund of the full Key Bond is dependent also on the resident member demonstrating responsible key use, particularly with respect to security. Should a resident member demonstrate irresponsible key use – for example, allowing unidentified strangers into the facility after hours and on weekends as evidenced from security cameras, the right to residency will be revoked. Each resident member has a responsibility to contribute to the health and safety of all other members and staff.

The Graduate Union understands that a resident member may leave keys inside rooms and lock themselves out of their room and/or out of the facility inadvertently and infrequently. In such events, The Graduate Union, including Duty Residents, will endeavour to assist in providing access.

No charge will apply for the first two lockouts each year.

Subsequent lockouts will be charged as follows:

- for the 3rd, 4th, 5th and 6th lockouts each year the charge will be \$10.00 for lockouts between 7.00am and 7.00pm, \$20.00 for lockouts from 7.00pm to 7.00am and \$30.00 at any time of day on public holidays.
- for the 7th and any following lockouts the charge will be \$30.00 if between 7.00am and 7.00pm, \$60.00 from 7.00pm to 7.00am and \$90.00 at any time on public holidays.
- if a resident member demonstrates a repeated pattern of lockouts their right to residency may be revoked.

If the resident loses the room key, payment will be requested for its replacement (at retail price – approximately \$200) and for administrative costs of \$10.00.

Conduct of a Resident

The resident member undertakes to be bound by the Rules and Regulations of The Graduate Union.

The resident member agrees to adhere to the member Code of Conduct and to support the international interdisciplinary collegium of The Graduate Union with dignity, professionalism and respect.

The resident member agrees to take reasonable measures to contribute responsibly and equitably to the safety, health and comfort of all resident and non-resident members, staff and visitors to The Graduate Union.

The resident member agrees to wear their identification badge while in the facility. People without badges may be strangers without proper purpose for entry. It is imperative that all resident members consider and contribute to the security of our community and report immediately to The Graduate Union any concerns or suspicions about people in the facility who are not wearing identification badges.

The resident member acknowledges that all residents have the right to a living, learning and meeting environment that enables them to advance their studies and careers. They agree to behave in such a way as to respect the needs of others in a close-knit community and to keep noise to a minimum at all times.

The resident member understands that The Graduate Union may revoke the right of a member to reside in The Graduate Union at its discretion and in accordance with the Rules and Regulations of The Graduate Union.

The resident member shall at all times wear neat casual attire and footwear when in the public general areas of the Graduate Union. This is for safety reasons and because the facility is used frequently also by non-resident members for meetings, functions, conferences, etc.

The resident member agrees to provide feedback, suggestions, complaints and grievances in writing using the feedback methods provided (on-line form, at reception). The Accommodation Manager will apply reasonable efforts to resolve the matter in the first instance, and may require a further meeting should consultation be required. Should the resident member believe that their concerns have not been dealt with to their satisfaction, the resident member may seek address, according to severity and urgency of the matter with the Operations Manager and thence the CEO/Head of College.

The Graduate Union will support resident members while in residence and beyond the term of residence in endeavors that advance the collegium locally and internationally. In college, resident members are encouraged to form and to contribute to groups that share a specific interest (e.g., music, sport, theatre, touring, games, debating, etc.). The Graduate Union will provide administrative support within financial, human and facility limits. The organisation of social events

is encouraged. Resident members are asked to give ample notice should rooms be required for the hosting of such events to enable appropriate scheduling.

The resident member acknowledges that The Graduate Union has right of entry to inspect rooms at any time without notice. If the room is in an unsatisfactory condition, a report will be given to the resident member and the room will be re-inspected within a week.

Privacy

The Graduate Union adheres to the Australian Privacy Principles and its Privacy Policy, and respects each individual's rights to security, privacy and service in relation to the manner in which personal information is used.

We will endeavour and where possible notify residents of entry to rooms for maintenance and routine inspections.

Change of Terms and Conditions

Terms and conditions and rate increases may change without notification.