

2018 Residential Agreement

Terms and Conditions

The Graduate Union of The University of Melbourne Incorporated
(The Graduate Union)

The Residential Agreement is governed by Australian Law.

Clarification of the terms and conditions in this document may be
sought from admingh@graduatehouse.com.au or
by telephoning + 61 3 9347 3428

Updated 6th September 2018



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1 Definitions

In this Residential Agreement unless the contrary intention appears:

1.1	Agreement Period means the period commencing the day on which The Graduate Union receives payment for the confirmed Reservation of Residency until departure on the Reserved End Date or on another date that has been agreed between the parties;
1.2	AEST means Australian Eastern Standard Time;
1.3	CEO/Head of College means the person appointed by Council to be Chief Executive Officer and Head of College of The Graduate Union of The University of Melbourne Incorporated;
1.4	Common Areas means the facilities shared by Residents including but not limited to the entrance foyers, stairs and corridors, the resident kitchen, dining and other meeting rooms, the courtyard, bathrooms and toilets;
1.5	Contents means the fixtures, fittings, furniture and equipment in the Room or apartment provided at the start of the Agreement Period and after any break in the Agreement Period, and those provided for general use in the Common Areas;
1.6	Council means the committee having management of the business of The Graduate Union;
1.7	Early Departure means exit (vacation, departure) from residency prior to the Reserved End Date;
1.8	Graduate means a person who holds a degree, doctorate or diploma from a Tertiary Education Institution (including, but not limited to, The University of Melbourne), and for the avoidance of doubt, does not include undergraduates;
1.9	Joining Fee means the one-off administrative charge applied when a person is becoming a Member of The Graduate Union;
1.10	Key Bond means a payment — made by a Resident to gain a room key (or other access device, such as a swipe card) — that is returned to the Resident after the room key (or other access device) is returned and subject to terms and conditions outlined in this Residential Agreement;
1.11	Membership means being a Member of The Graduate Union;
1.12	Notice of Cancellation means a written notification provided by a person - after payment for a Reservation of Residency — to cancel the Reservation of Residency (and thus the Room booking);
1.13	Notice of Change means a written notification provided by The Graduate Union to the Resident, or a written notification by the Resident to The Graduate Union, of an amendment to the Residential Agreement that was last signed by the Resident;
1.14	Notice of Early Departure means a written notification provided by the Resident to The Graduate Union to depart (exit, leave, vacate) residency prior to the Reserved End Date;
1.15	Notice to Vacate means a written notification provided by The Graduate Union to the Resident to leave residency;
1.16	Office means The Graduate Union's registered office located at 220 Leicester Street, Carlton, Victoria, Australia, 3053, Australia or any other office which subsequently becomes The Graduate Union's registered office;

1.17	Reservation of Residency means the arrangement whereby The Graduate Union reserves a Room for a person who has so paid in advance for this Room booking;
1.18	Reserved End Date means the date of the lease ending with The Graduate Union;
1.19	Reserved Start Date means when the lease date begins with The Graduate Union;
1.20	Residency Fee means the charge applied (cost) for accommodation (residency) in a Room and for meals;
1.21	Resident means a person who resides within a Room managed by The Graduate Union and includes both Resident Members and others who may not be Members of The Graduate Union;
1.22	Resident Member means a Member of The Graduate Union who has paid for Membership and for Reservation of Residency;
1.23	Room means a room or apartment licensed by The Graduate Union for the Resident's sole use (unless otherwise negotiated) for the duration of the Term of Residency;
1.24	Room Bond means a payment — made by a Resident to gain residency in a Room — that is returned to the Resident after departure from residency, subject to terms and conditions outlined in this Residential Agreement;
1.25	The Graduate Union means The Graduate Union of The University of Melbourne Incorporated and for the avoidance of doubt includes the building and facilities known as 'Graduate House' and in other locations; and
1.26	Term of Residency means the period from (and including) the Reserved Start Date to the Reserved End Date.

2 Interpretation

2.1	In this Agreement, unless the contrary intention appears:
	(a) the singular includes the plural and vice versa, and words importing a gender include other genders;
	(b) headings are for ease of reference only and do not affect the construction of this Agreement; and
	(c) the symbol \geq indicates 'greater than or equal to' and the symbol $<$ indicates 'less than'.

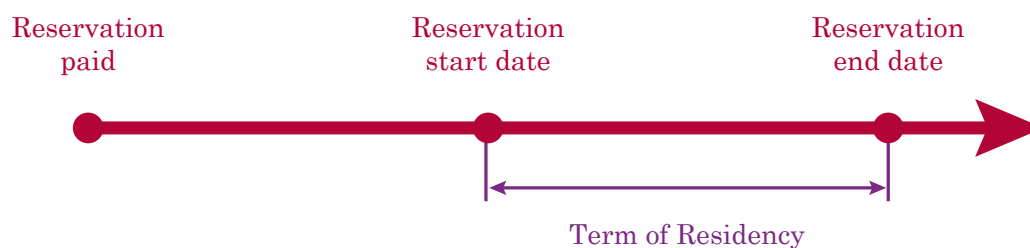
3 Introduction

3.1	The Residential Agreement is between The Graduate Union and the Resident.
3.2	The Residential Agreement comprises of the completed application form, confirmation of Membership (where applicable), confirmation of a Reservation of Residency from The Graduate Union, and (this document) the Residential Agreement Terms and Conditions.
3.3	Once The Graduate Union receives payment for Membership (where applicable) and for Reservation of Residency, these documents create legally binding obligations between The Graduate Union and the Resident.
3.4	Any person seeking to reside at The Graduate Union should therefore ensure that she or he has read, understood and is prepared to agree to all terms and conditions in these documents before making a commitment to pay for Membership and/or for Reservation of Residency.

- 3.5** Notification of a confirmed booking for residency will be sent by email to the person seeking to reside at The Graduate Union.
- 3.6** The Residential Agreement comes into effect when the Resident has accepted the confirmed booking and paid the fees and charges for Membership (where applicable) and for the Reservation of Residency.
- 3.7** Acceptance (whether by email, post or fax) of the Reservation of Residency is taken as a confirmed booking and payment makes a legally binding contract between The Graduate Union and the Resident.
- 3.8** The Graduate Union may (but is not obliged to) cancel the Residential Agreement if the fees and charges for Membership (where applicable) and for the Reservation of Residency are not paid by the date stipulated in the confirmation of booking.
- 3.9** The parties entering into this Residential Agreement shall abide by their respective obligations pursuant to the Residential Agreement.
- 3.10** The Graduate Union is an independently managed graduate residential college, as well as a Graduate membership association and a Graduate meeting place.
- 3.11** The parties acknowledge that: this Residential Agreement does not, and is not intended to, create a tenancy of the Room and that the Resident occupies the Room but does not have exclusive possession of the Room; the sole purpose of this Residential Agreement is to provide accommodation (the Room) to the Resident to enable them to study at a university in Melbourne or to support short stays for research, education or other university-related purposes; and the Rooms are part of a communal residential environment and the Resident acknowledges that The Graduate Union will regard all forms of anti-social behaviour by the Resident or their visitors/guests as unacceptable in such a context and contrary to the interests of the other Residents and of staff.

4 Term of Residency

- 4.1** 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 (anticipated departure) Date.



5 Residency Fee

- 5.1** The Residency Fee is the cost for accommodation in a Room and for meals (seven breakfasts, five dinners per week) over the Term of Residency.
- 5.2** The Residency Fee varies according to room type, the duration of residency, market comparisons undertaken at least once a year to other graduate accommodation facilities and the number of Residents per room or apartment.
- 5.3** The Graduate Union is a charitable not-for-profit association, college and meeting place that is dependent on revenue from Residency Fees.

5.4	Payment of the Residency Fee is made to ensure that funds are in the bank account of the Association at least two weeks in advance.
5.5	If payment of the Residency Fee is to be made by cheque or a similar method of payment (e.g., money order), this paper-based payment is to be received at the Office at least four working days (these being Monday to Friday from 9.00AM to 4.00PM) prior to the two-week advance due date of payment.
5.6	Payment of the Residency Fee for more than two weeks in advance is accepted in two-week payment blocks — that is, payments are accepted two, four, six, etc. weeks in advance – except when the Reserved End Date is less than two weeks from the date of an advanced payment.
5.7	Part payment of the Residency Fee is not accepted and will be considered as non-payment, with late fees applying for each room night from the due date of the two-week in-advance payment;
5.8	Payment of the Residency Fee is the responsibility of the Resident who must obtain and coordinate their own sources of funding so that one correct amount is paid in advance.
5.9	Failure to pay the Residency Fee two weeks in advance on a number of occasions throughout the Term of Residency may result in termination of the Residential Agreement.
5.10	The last payment (nearing the end of the Term of Residency) is to be made at least two weeks in advance of the Reserved End Date.
5.11	Failure to pay the Residency Fee on time: <ul style="list-style-type: none"> (a) will incur a late penalty fee of \$7.00 per night for the first week (seven nights) of late payment; (b) thereafter will incur a late penalty fee of \$14.00 per night for a further week (seven nights); (c) thereafter will result in the issuance of a Notice to Vacate to the Resident; (d) may result in termination of the Residential Agreement.
5.12	Residents 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 assistance options.

6 Paid and confirmed Reservation of Residency

6.1	Receipt by The Graduate Union of the payment for Membership (where applicable) and for Reservation of Residency signifies onset of the Residential Agreement between the Resident and The Graduate Union.
6.2	To secure a Reservation of Residency, payment in advance (before entering residency) is required (where applicable) of the: <ul style="list-style-type: none"> (a) Resident Membership Fee — non-refundable; (b) Joining Fee — non-refundable; (c) the Residency Fee (d) the Room Bond — refundable subject to terms and conditions; and (e) the Key Bond — refundable subject to terms and conditions.
6.3	The Resident may choose to pay in advance for other services and goods (for example, internet access, car parking and merchandise).

7 Room Bonds

- | | |
|-----|---|
| 7.1 | A Resident with a Term of Residency of 28 days (four weeks) or longer is required to pay a Room Bond (two weeks Residency Fee). |
| 7.2 | Subject to the terms and conditions of The Graduate Union and its Rules and Regulations, and to the Residential Agreement Terms and Conditions, the Room Bond will be refunded to the Resident within fourteen (14) days of the departure date. |
| 7.3 | Refund of the full Room Bond is dependent on the Room being left clean, tidy and without damage. |
| 7.4 | Refund of the full Room Bond is dependent also on adherence to Notice of Change procedures and schedules, and to The Graduate Union Code of Conduct |

8 Notice of Change to the Residential Agreement by the Resident

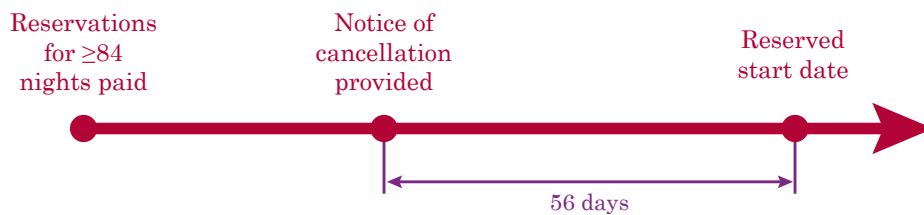
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|-----|--|
| 8.1 | Notice of Change to the Residential Agreement may be made by a Resident after payment and confirmation of a Reservation of Residency to change the initially agreed upon Term of Residency or other aspects of the residency. |
| 8.2 | Examples of Notice of Change include, but are not limited to: <ul style="list-style-type: none">(a) Notice of Cancellation of a Reservation of Residency;(b) Notice of Early Departure;(c) Notice of need to change Room; and(d) Notice of Change to the required diet or to a dietary preference. |
| 8.3 | Notice of Change to the Residential Agreement by the Resident is to: <ul style="list-style-type: none">(a) be typed in an email sent to admingh@graduatehouse.com.au;(b) be in English;(c) provide the full name of the Resident, as well as the Room number; and(d) provide a detailed reason for the proposed amendment to the Residential Agreement. |
| 8.4 | Notice of Change to the Residential Agreement by the Resident will be acknowledged by The Graduate Union: <ul style="list-style-type: none">(a) in writing and in English by return email; and(b) within five business days of receipt of the Notice of Change. |

9 Cancellation — before entering residency — of a confirmed Reservation of Residency

9.1 Cancellation of a confirmed Reservation of Residency is when the Resident cancels the Room booking prior to residing at The Graduate Union, but after having paid for Membership (where applicable) and for Reservation of Residency.

9.2 Notice of Cancellation of a Confirmed Reservation

- (a) For a Reservation of Residency for a Term of Residency of ≥ 84 days, The Graduate Union must receive at its Office a Notice of Cancellation by 4.00PM AEST 56 days in advance of the Reserved Start Date. For example, Notice of Cancellation for a Term of Residency commencing 1st February 2019 must be provided by 4.00PM AEST 7th December, 2018 to avoid penalty payments.



- (b) For a Reservation of Residency for a Term of Residency of < 84 days, The Graduate Union must receive at its Office a Notice of 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, 2018 must be provided by 4.00PM AEST 3rd June, 2018 to avoid penalty payments.



10 Penalties for Late Notice of Cancellation of a confirmed Reservation of Residency

10.1 Penalty fees are applied for late or no Notice of Cancellation and are deducted from the advance payment of the Residency Fee.

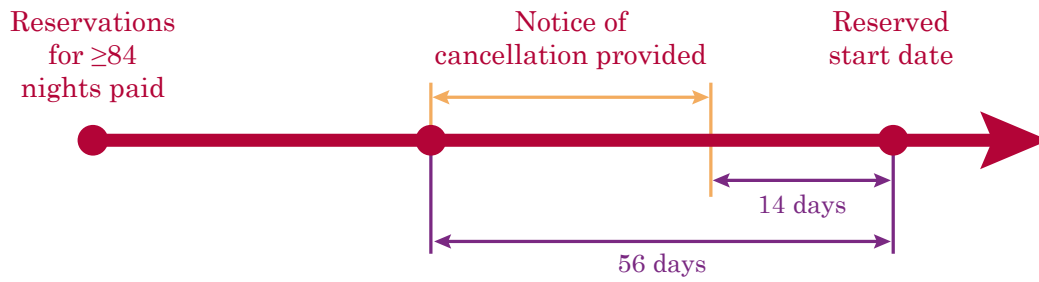
10.2 Membership and Joining Fees will not be reimbursed to enable continued membership of The Graduate Union for at least twelve months.

10.3 No cancellation fee is applied if the Notice of Cancellation is provided:

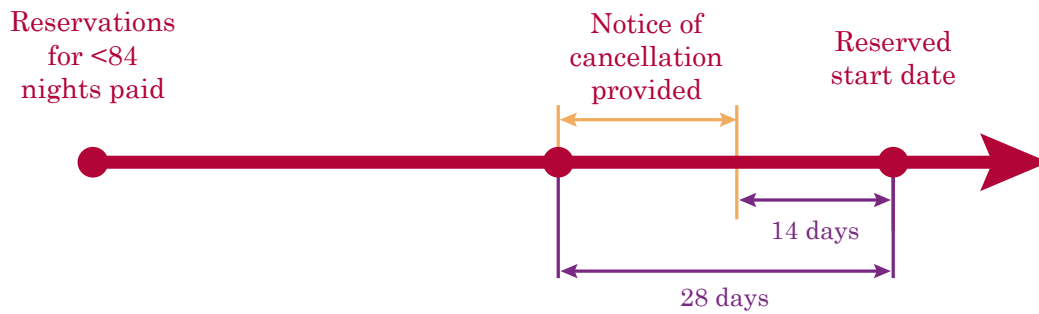
- (a) ≥ 56 days in advance of the Reserved Start Date for a Term of Residency ≥ 84 days; or
 (b) ≥ 28 days in advance of the Reserved Start Date for a Term of Residency < 84 days.

10.4 A cancellation fee of \$300 is applied, and 50% of the remainder of the advance payment of the Residency Fee is reimbursed, if the Notice of Cancellation is provided ≥ 14 days and:

- (a) < 56 days in advance of the Reserved Start Date for a Term of Residency ≥ 84 days; or
 (b) < 28 days in advance of the Reserved Start Date for a Term of Residency < 84 days.



OR



then penalties are:

\$300 Cancellation Fee and 50% of advance payment. Non-reimbursement of Membership and Joining Fees.

10.5 A cancellation fee of \$300 and non-reimbursement of the remainder of the advance payment of the Residency Fee is applied, if the Notice of Cancellation is provided <14 days in advance of the Reserved Start Date.

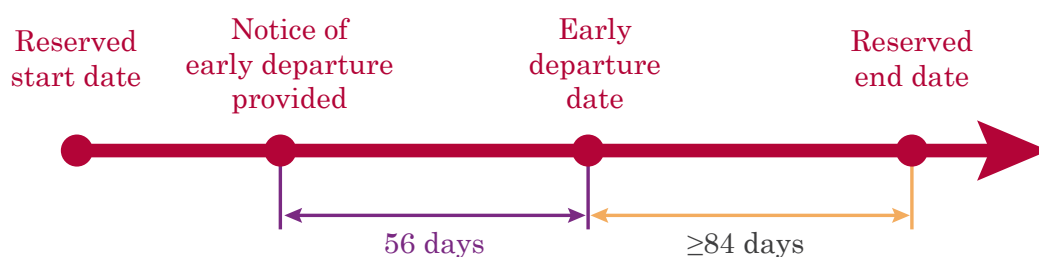
10.6 Payments that had been received in advance for the Room Bond, the Key Bond and for other goods and services not delivered (e.g., for access to the internet, for a car parking space) will be reimbursed subject to receipt at the Office of a request for such reimbursement within five business days after the Reserved Start Date.

11 Early Departure from a Term of Residency

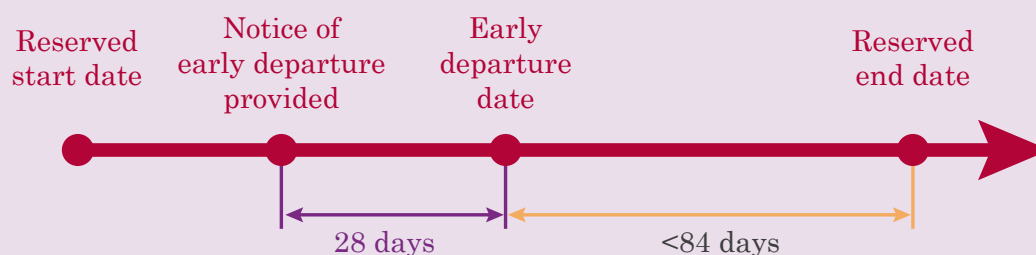
11.1 Early Departure from the Residency Term is when the Resident departs (vacates the Room) on a date before the Reserved End Date.

11.2 When a Resident intends to depart on a date before the Reserved End Date, a Notice of Early Departure is required (whether or not the Term of Residency has commenced).

11.3 If ≥ 84 days remain from the Early Departure Date to the Reserved End Date, the Resident must give Notice of Early Departure by 4.00PM AEST 56 days in advance of the Early Departure Date. For example, for a Term of Residency from 1st February, 2018 to 8th January, 2019, Notice of Early Departure on the 6th July, 2018 is required before 4.00PM AEST on the 11th May, 2018.



11.4 When <84 days remain from the Early Departure Date to the Reserved End Date, the Resident must give Notice of Early Departure by 4.00PM AEST 28 days in advance of the Early Departure Date. For example, for a Term of Residency from 1st February, 2018 to 8th January, 2019, Notice of Early Departure on the 8th November, 2018 is required by 4.00PM AEST on the 11th October, 2018.



11.5 The Graduate Union understands that Residents 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.

11.6 If the Resident 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.

11.7 The notice periods as outlined above apply — that is, 56 and 28 days when \geq and <84 days remain respectively on the residential term.

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

- (a) the full name of the Resident;
- (b) the anticipated date range for departure;
- (c) any anticipated discrepancy between the actual departure date and the Reserved End Date;
- (d) the reason for not being able to confirm the actual departure date; and
- (e) a request for a waiver of penalties or non-reimbursements.

11.9 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 in writing of the outcome and of any waiver of penalties and non-reimbursements.

12 Penalties for late or no Notice of Early Departure

12.1 Penalties apply for late or no Notice of Early Departure.

12.2 The Graduate Union has a waiting list of Graduates seeking residency.

12.3 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 on the waiting list.

12.4 The Graduate Union cannot guarantee a further Term of Residency to a Resident who departs and then seeks to re-enter following a break from residency.

12.5 A Resident who adopts a departure/re-entry pattern to their advantage and thus to the disadvantage of existing or potential Residents may have their rights to residency revoked.

13 Sufficient Notice of Early Departure

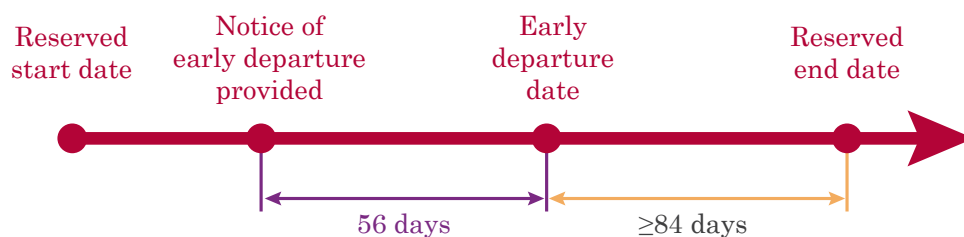
13 Sufficient Notice of Early Departure

13.1 Early Departure may trigger a higher Residency Fee — and thus also a 10% loading and back-payment at the higher rate — should the Term of Residency be reduced, for example, from a:

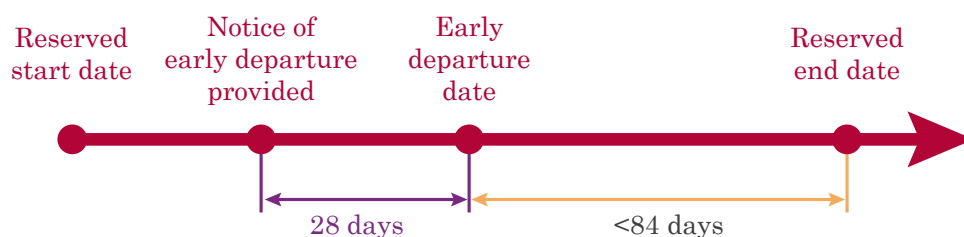
(a) 12 month term to a 7–11 month term;

(b) 7–11 month term to a 3–6 month term;

(c) 3–6 month term to a term < 3 months.



OR



Then additional payments are:

Payment of Residency Fee (adjusted for actual term*) +10%

Non-reimbursement of Membership and Joining Fees

*back-payment of adjusted fee +10% to maximum of 3 months

13.2 If sufficient Notice of Early Departure is received — that is, as above for 56 or 28 days prior to the Early Departure Date — the Residency Fee will be adjusted to correspond to the actual Term of Residency plus 10%. For example, should the recalculated Term of Residency be four months as opposed to eleven months, the Residency Fee will be the Residency Fee for 3–11 months plus 10% of the Residency Fee for 3–11 months.

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

13.4 If the Reserved Start Date is more than 84 days earlier than the date of the Office receiving the Notice of Early Departure, the back-payment will be up to a maximum of 84 days.

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

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

13.7 If back payments are not received, these will be deducted from the Room Bond.

14 Penalties for Insufficient Notice of Early Departure given ≥ 14 days prior

- 14.1** A late notice fee of \$200 and back payment charges (from Reserved Start Date to Notice of Early Departure date) of the Residency Fee that corresponds to the actual Term of Residency plus 10% of that Residency Fee (minus Residency Fees paid) are applied, if the Notice of Early Departure is provided ≥ 14 days and:
- (a) < 56 days in advance of an Early Departure Date that is ≥ 84 days before the Reserved End Date; or
 - (b) < 28 days in advance of an Early Departure Date that is < 84 days before the Reserved End Date.
- 14.2** All future payments until the Early Departure Date will be the Residency Fee applicable to the new Term of Residency (and will include the 10% increase).
- 14.3** Two weeks prior to the Early Departure Date, The Graduate Union will require payment of 20% of the revenue that was to have been earned (that is, lost anticipated revenue) by The Graduate Union (that is, the agreed Residency Fee for room nights from the Early Departure Date to the Reserved End Date).
- 14.4** Within 14 days of the Early Departure Date, the Room Bond will be reimbursed, while the Membership and Joining Fees will not be reimbursed.
- 14.5** If the late notice fee, back payments and/or the payment of 20% of lost anticipated revenue have not been received by the Early Departure Date, these will be deducted from the Room Bond before reimbursement.

15 Penalties for Insufficient Notice of Early Departure given < 14 days prior

- 15.1** If the Notice of Early Departure is received by The Graduate Union < 14 days before the Early Departure Date, or is not received, penalty fees and back payments will apply.
- 15.2** Upon receipt of the Notice of Early Departure (or on the Early Departure Date when no notice has been provided), The Graduate Union will require:
- (a) payment of a Late Notice of Early Departure Fee (\$200);
 - (b) back-payment of the readjusted Residency Fees from Reserved Start Date to the date of receipt at the Office of the Notice of Early Departure, including a 10% increase (minus Residency Fees already paid);
 - (c) payment of the readjusted Residency Fee from Notice of Early Departure Date to Early Departure Date, including a 10% increase (minus advance Residency Fees paid);
 - (d) payment of 20% of the revenue that was to have been earned (lost anticipated revenue) by The Graduate Union (that is, the agreed Residency Fee for room nights from the Early Departure Date to the Reserved End Date);
- 15.3** After the Early Departure there will be no reimbursement of the Room Bond, and of any other payments received.
- 15.4** Within 14 days of the Early Departure Date, the Key Bond will be refunded subject to the terms and conditions for key return, while there will be no reimbursement of the Room Bond, and no other refunds of any other payments received.

16 Summary of Fees and Penalties for Early Departure from Residency

Column 1	Notice of Departure is provided:		
	Correct Notice of Early Departure	Insufficient Notice of Early Departure	
		≥ 14 days before Early Departure Date	< 14 days before Early Departure Date
Column 2	Column 3	Column 4	
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 Lost Anticipated Income	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

* Back-payment of adjusted fee +10% to a maximum of 84 days is only when the Notice of Departure is provided within the Correct Notice Period (Column 2). If Notice of Departure is not provided within the Correct Notice Period (Columns 3 and 4) the back payment is to the Reserved Start Date or to a maximum of 12 months (whichever is shorter).

** Subject to conditions

17 Early Termination of Residency Agreement by The Graduate Union

- 17.1** 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.
- 17.2** At its discretion, and in accordance with the Rules and Regulations of The Graduate Union, and the Residential Agreement Terms and Conditions, The Graduate Union may terminate the Residency Agreement of a Resident without notice.
- 17.3** The financial arrangements for Early Termination of the Residency Agreement by The Graduate Union will be determined on a case-by-case basis.

18 Meals

- 18.1** Under the Residential Agreement, The Graduate Union offers a combined accommodation/meals package that entitles the Resident to breakfast seven days a week and dinner five nights a week (Monday to Friday).
- 18.2** Meals are self-serve from the college kitchen and canteen and eaten in the dining room.
- 18.3** Residents returning to the college after closure of the kitchen and canteen on week nights may request in advance a late dinner. This request must be submitted through the on-line form entitled Late Dinner Request under the 'Live Here' tab of the website and received by The Graduate Union 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.
- 18.4** The Graduate Union will endeavour to meet dietary requirements specified on the application form and subject to provision of appropriate documentation and guidelines. Should special meals need to be purchased (that is, are not to be prepared by The Graduate Union), the Residency Fee will be increased accordingly. As the ordering of meals from outside companies is undertaken in advance, the Resident who requires such meals must provide 48 hours-notice if they are not attending for dinner.
- 18.5** On Saturdays and Sundays, and on Public Holidays, breakfast is provided. No other meals are provided on weekends or on Public Holidays.
- 18.6** Meals will be provided only to Residents who provide proof of residency by wearing their identification badges. Residents 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. Prices are shown on The Graduate Union website.
- 18.7** Penalties will be applied should any misconduct be observed from Residents (e.g., packing food from the Dining Room into a food container, taking food from the Dining Room to their rooms, bringing in guests for meals without paying, etc), as follows:
- 1st misconduct — Warning to be given to Resident
 - 2nd misconduct — Penalty of \$13.00
 - 3rd misconduct — Penalty of \$26.00
 - 4th misconduct — Issuance of a Notice to Vacate
- 18.8** Under specific circumstances, including work placements away from college, field work away from College and study-related travel (e.g. to attend and/or present at conferences), the meal component of the Residency Fee may be waived.
- 18.9** The meal component will not be waived for holidays or during semester/study breaks.
- 18.10** This waiving of the meal component of the Residency Fee will apply only for Residents who have a Term of Residency of ≥ 3 months.
- 18.11** The number of days of entitlement to a waiver of the meal component of the Residency Fee (subject to the above conditions being satisfied) increases with the Term of Residency as follows:
- (a) 1 night to 3 months — meal fee waivers are not granted;
 - (b) 4–6 months — meal fee waivers may be granted up to a maximum of 7 nights;
 - (c) 7–11 months — meal fee waivers may be granted up to a maximum of 14 nights;
 - (d) 12 months — meal fee waivers may be granted up to a maximum of 21 nights.

- 18.12** The number of nights of waiver of the meal component of the Residency Fee is not cumulative. This means that the number of nights of entitlement for the waiver of the meal component does not roll over from year to year on the anniversary of the Reserved Start Date.
- 18.13** A written and signed application is required for the waiving of the meal component of the Residency Fee and must be provided at least two weeks (14 nights) prior to the day of leave from College. Each request for this type of 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.). Fees will be waived only if authorised and signed off by the CEO/Head of College and the Operations Manager and all rights are reserved to not approve waivers of the meal component of the Residency Fee.
- 18.14** Meals are not provided and not charged for a short period at the end of December and into early January. Residents in residence during this period are informed of the main kitchen closure dates towards the end of the year. The provisions mentioned above for waiving the meal component of the Residency fee do not apply — this means that the Resident does not have to seek authority for waiving of the meal component of the Residency Fee and these periods of no meals do not affect the number of nights entitlement for waiving of the meal component.

19 Services and Facilities

- 19.1** The Resident is responsible for:
- (a) keeping the Room clean, safe, sanitary and tidy;
 - (b) leaving Common Areas clean, safe and tidy after use; and
 - (c) reporting hazards, as well as the need for repairs and maintenance, in the Room and in the Common Areas — see ‘Requests’ in the drop-down menu for ‘Live Here’ on The Graduate Union website.
- 19.2** Accommodation Rooms are serviced weekly by in-house housekeepers. Bed linen and towels are provided and changed weekly with this Room service. At all times, Residents are to be respectful and polite to housekeeping and building services staff, and must allow access to the Room and Common Areas as required. To enable Room service, the Resident must remove all belongings from the floor and from other surfaces requiring a regular clean (e.g., desktop; hand basin). Housekeepers have defined roles and responsibilities and are not to be expected or to be asked to undertake additional duties beyond day-to-day cleaning of the Rooms and Common Areas of The Graduate Union. They are not to be asked to lift or move objects, or to undertake any additional unauthorised or uncharged duties. The housekeepers are not expected to clean up after Residents who have used the Resident kitchen, dining room or any other part of The Graduate Union for cooking, dining or social gatherings.
- 19.3** Should additional housekeeping be required (whether this be by in-house housekeepers or an external contracted cleaner — e.g. to remove stains or additional waste), charges will be incurred by the Resident and, if unpaid by the specified date, will be deducted from the Room Bond. The charge will be equal to the cost of the cleaning plus a 25% surcharge. This provision applies also for visitors and guests of the Resident; or should the Room have been left unsecured.
- 19.4** If property of The Graduate Union is lost, damaged or stolen by a Resident, charges will be incurred by the Resident and, if unpaid by the specified date, will be deducted from the Room Bond. The charge will be equal to the cost of the repair or replacement plus a 25% surcharge. This provision applies also for visitors and guests of the Resident; or should the Room have been left unsecured.

- 19.5** Residents have 24-hour access to a communal kitchen which is equipped with a gas stove, pots and pans, crockery and cutlery and cleaning products. This kitchen is used by many Residents, particularly at lunch times and over weekends. Each Resident is to be respectful of other users of the kitchen and dining spaces and must always leave these rooms clean, tidy and hygienic. All dishes must be washed, dried and returned to their storage locations following cooking and dining. All preparation, cooking (including stove tops and microwaves), dining and floor surfaces must be left clean and dry.
- 19.6** Residents are also given access to dry and cold food storage spaces. Labels are provided in the kitchen and all food must be labelled and dated and secured safely in containers or bags. The refrigerators and dry storage spaces are cleaned out regularly; and non-labelled and out-of-date food is removed.
- 19.7** Residents have access also to 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 for other functions.
- 19.8** Laundry facilities include coin-operated washing machines and dryers, irons and ironing boards in all wings of The Graduate Union. Washing powder may be purchased from the Office of The Graduate Union.
- 19.9** Utility costs for electricity, gas and water are included in the Residency Fee. Reverse cycle air conditioners are installed in the majority of rooms. Residents 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 Common Areas.
- 19.10** All electrical appliances including those brought in by Residents are tested for safety and tagged. The Graduate Union reserves the right to remove electrical appliances or other items from the Rooms without notice.

20 Internet

- 20.1** Cards that enable access to the wireless internet may be purchased from the Office.
- 20.2** These cards are provided by an external contractor. Prices and conditions are available from Reception.

21 Key Bond and Lockout Charges

- 21.1** Each Resident is provided with keys or cards which enable access to The Graduate Union and to their allocated Room; and are required to pay a Key Bond (\$20.00).
- 21.2** It is imperative that these keys and cards are not lost or damaged. If so, this loss/theft must be reported to staff in the Office or to Duty Residents immediately.
- 21.3** Subject to the terms and conditions of The Graduate Union and its Rules and Regulations, and the Residential Agreement Terms and Conditions, the Key Bond will be refunded to the Resident within 14 days of the departure date.
- 21.4** Refund of the full Key Bond is dependent on return to The Graduate Union offices of the undamaged keys and/or cards for the Room of residency and for entry to The Graduate Union.
- 21.5** Refund of the full Key Bond is dependent also on the Resident demonstrating responsible key use, particularly with respect to security. Should a Resident demonstrate irresponsible key use — for example, allowing unidentified strangers into The Graduate Union after hours and on weekends as evidenced from security cameras — the right to residency will be revoked. Each Resident has a responsibility to contribute to the health, safety and security of all other Members and staff, and must not use their keys to allow entry to another person, unless that person is known to the Resident and/or is a guest or visitor of the Resident.

21.6	Keys provided to one Resident must not be given to any other person. Disciplinary action will result should keys be given to any unauthorised person.
21.7	The Graduate Union understands that a Resident may leave keys inside the Room and lock themselves out of the Room and/or out of The Graduate Union inadvertently and infrequently. In such events, The Graduate Union, including Duty Residents, will endeavour to assist in providing access.
21.8	No charge will apply for the first two lockouts each year (During office hours only, Monday – Friday, 7:30AM to 7:00PM, excluding public holidays). The lockout charge will be \$20.00 between 7:00PM to 7:30AM, Monday – Friday and at any time on a weekend (excluding public holidays) and \$30.00 at any time on public holidays.
21.9	Subsequent lockouts will be charged as follows: <ul style="list-style-type: none"> (a) for the 3rd, 4th, 5th and 6th lockouts each year the charge will be \$10.00 for lockouts between 7:30AM and 7:00PM, Monday – Friday (excluding public holidays), \$20.00 for lockouts from 7:00PM to 7:30AM, Monday – Friday and at any time on a weekend (excluding public holidays) and \$40.00 at any time on public holidays; and (b) for the 7th and any following lockouts the charge will be \$20.00 if between 7:30AM and 7:00PM, Monday – Friday (excluding public holidays), \$30.00 from 7:00PM to 7:30AM, Monday – Friday and at any time on a weekend (excluding public holidays) and \$60.00 at any time on public holidays.
21.10	If a Resident demonstrates a repeated pattern of lockouts their right to residency may be revoked.
21.11	If the Resident loses the room key, payment will be requested for its replacement at \$40.00, in addition to any lockout fees that may apply, and \$80.00 for Barry Street Apartments.

22 Conduct of a Resident

22.1	The Resident undertakes to be bound by the Rules and Regulations of The Graduate Union, which may be viewed on The Graduate Union website under the 'About Us' tab.
22.2	The Resident 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.
22.3	The Resident agrees to take reasonable measures to contribute responsibly and equitably to the safety, health and comfort of all Residents, non-resident Members, staff and visitors to The Graduate Union.
22.4	The Resident agrees to wear their identification badge while in The Graduate Union. People without badges may be strangers without proper purpose for entry. It is imperative that all Residents consider and contribute to the security of our community and report immediately to The Graduate Union any concerns or suspicions about people in The Graduate Union who are not wearing identification badges.
22.5	The Resident acknowledges that all Residents have the right to a living, learning and meeting environment that enables them to advance their studies, learning, careers and other university related purposes. The Resident agrees 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.
22.6	The Resident 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, and the Residential Agreement Terms and Conditions.
22.7	The Resident 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-Residents for meetings, functions, conferences, dinners, etc.

22.8	The Resident agrees to provide feedback, suggestions, complaints and grievances in writing using the feedback methods provided — for example, at Reception or through the Suggestion Box under Contact Us on the website of The Graduate Union. 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 believe that their concerns have not been dealt with to their satisfaction; the Resident may seek address, according to severity and urgency of the matter, with the Operations Manager and thence the CEO/ Head of College.
22.9	The Graduate Union will support Residents while in residence and beyond the term of residence, in endeavours that advance the collegium locally and internationally.
22.10	In college, Residents 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 limit.

23 Consumption of alcohol

23.1	The organisation of social events by Residents is encouraged.
23.2	Residents are asked to give ample notice should Common Areas be required for the hosting of such events to enable appropriate scheduling and to be provided with instructions on their responsibility in hosting guests, in consuming alcohol and in leaving the Common Areas clean, tidy, safe and arranged for the next group to use the Common Areas.
23.3	<p>If Residents choose to consume alcohol, this consumption is to be responsible and moderate and with:</p> <ul style="list-style-type: none"> (a) an inclusive, welcoming and non-threatening environment for all who are attending, including those choosing not to consume alcohol; (b) minimisation of harm to individuals, property and the reputation of The Graduate Union caused by the use of alcohol; (c) designated times between which alcohol is consumed, designated limits of alcohol consumption and designated areas in which alcohol is consumed; (d) availability of non-alcoholic beverages, including plain water, and food; (e) minimisation of noise and disruption to the study and of ‘quiet enjoyment’ of the facility by other Residents, non-resident Members and guests; (f) no verbal, written, on-line, physical or sexual harassment; (g) no intoxication and irresponsible behaviour; (h) no selling or serving or promotion of alcohol; (i) designated people to clean and to remove all waste following the function; and (j) knowledge of the consequences for intoxication and irresponsible behaviour.
23.4	Drunkness and intoxication are not tolerated in The Graduate Union. It is detrimental to the health of the individual who is intoxicated, and it affects negatively other Residents, the personal reputation and academic or work performance of the Resident, the reputation of their discipline or country and the reputation of The Graduate Union. Intoxication is not an excuse for antisocial or irresponsible behaviour. If a Resident is intoxicated and/or demonstrating antisocial or irresponsible behaviour, they will be held responsible for their actions. Consequences include penalty fees, charges, disciplinary action and expulsion from college.

- 23.5** If damage to property of The Graduate Union results because of intoxication or drug-induced antisocial or irresponsible behaviour (e.g. staining of carpet, breaking of crockery or drinking glasses) the Resident will be fined an amount which is equal to the cost of the repair, replacement or clean plus 25%. Disciplinary action, including expulsion from college, may also result.
- 23.6** Residents are encouraged to seek assistance if they require support in dealing with an alcohol problem.
- 23.7** Residents are also eligible to book fully catered meeting services for functions requiring catering and the serving of alcohol. Please book through the 'Meet Here' section of The Graduate Union website.

24 Smoking

- 24.1** The Graduate Union is a non-smoking building.
- 24.2** The University of Melbourne has several non-smoking areas. Please visit the following website to familiarise yourself with the smoke free zones. <http://tobaccofree.unimelb.edu.au/dsa>
- 24.3** Smoking is not permitted inside any wings or enclosed outside spaces, including the courtyard and rear of the terraces (William Berry Wing), which are owned or used by The Graduate Union. Smoking is also not permitted within the immediate vicinity of all front and rear entrances to The Graduate Union.
- 24.4** Residents who smoke within the building or enclosed spaces may be subject to fines which will increase incrementally by \$10 from the first \$15 incurred fine. A repeat pattern of smoking within the building or endorsed spaces will lead to a review of residency and possible expulsion from college.
- 22.5** The Resident acknowledges that all Residents have the right to a living, learning and meeting environment that enables them to advance their studies, learning, careers and other university related purposes. The Resident agrees 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.

25 Drug Use

- 25.1** The Graduate Union adopts a Zero Tolerance approach to the use of illicit drugs.
- 25.2** The use of illicit substances is illegal under Australian law and is not permitted. All incidents of illicit drug use will be reported to the police and to the university with which the Resident is involved (enrolled, working or visiting). Illicit drug use or any form of trafficking or coercion involving drugs will result in expulsion from the college immediately and forever.
- 25.3** Residents who take prescribed medications are advised to adhere strictly to their doctor's recommended dosage and must not allow access to these medications by any other person. It is recommended that The Graduate Union is informed of the need for a Resident to take prescribed drugs, and of the methods for administration, particularly in case of emergency.

26 Visitors and guests of Residents

- 26.1** Residents are encouraged to invite visitors and guests to The Graduate Union and then encourage their Membership also of our international, interdisciplinary and multi-age association of Graduates.

- 26.2** Guests and visitors may be invited, for example, to breakfast, lunch or dinner, to a social gathering of Residents and to GU Collegiate functions (e.g. the Monthly Luncheons). These guests and visitors must be made known to staff and will be required to pay non-member rates (e.g., for food from the kitchen or attendance at GU Collegiate functions, and for beverages from the bar).
- 26.3** The Resident is responsible for the behaviour of guests or visitors while they are on college property and must accompany the guest or visitor at all times. Unaccompanied guests and visitors will be asked to leave the facility by management, Duty Residents and other Resident or non-resident Members.
- 26.4** The Graduate Union is a college that aims to foster learning and study. Guests and visitors are required to leave by 11.00PM on Sunday to Thursday night, and by midnight on Friday and Saturday nights. It is the responsibility of the Resident to ensure that they are escorted from the building by this time.

27 Guests staying overnight

- 27.1** Residents are welcome to have guests in their rooms but must advise The Graduate Union if they are staying overnight. This advice is required for safety reasons (e.g. in case of the need to evacuate) and to be fair to other Residents.
- 27.2** Where possible, advice about the intention for a guest to stay overnight must be received at least two weeks in advance of the arrival of the guest (e.g. a relative for graduation; a friend coming from another part of Australia or the world to visit).
- 27.3** Guests are permitted to stay overnight in a double Room or an apartment with the Resident. One guest may stay in a single room alone. Guests are not permitted to stay overnight with a Resident or any other person in a single room. Please seek to arrange an overnight stay several months in advance so that a double room or apartment is made available.
- 27.4** Overnight stays by guests will be charged to the Resident. If not paid when requested, the fee for a guest staying overnight will be deducted from the Room Bond. The fee will be at the non-member one-night fee rates.
- 27.5** The Graduate Union reserves the right to refuse a request for a guest to stay overnight, to give booking preference to Members over guests for accommodation rooms, and to ask guests staying overnight to leave the premises at any time.

28 Children

- 28.1** The Graduate Union aims to provide residential accommodation that is suitable for post-graduates who are entitled to quiet enjoyment of the facility.
- 28.2** The Graduate Union does not provide childcare facilities.
- 28.3** Children aged from birth to 18 years of age must be accompanied and closely supervised by an adult (aged 18 years or older) at all times while they are on the premises.
- 28.4** The Resident parent/guardian/carer of a child on the premises unaccompanied and unsupervised will be considered in breach of this Residential Agreement Terms and Conditions.
- 28.5** The Graduate Union reserves all rights to refuse residency for children and to terminate the Residential Agreement should a child be found unaccompanied and unsupervised.

- 28.6** The Resident who is the parent/guardian/carer of a child who causes damages to the building and facilities of The Graduate Union will be required to pay for associated repairs/replacements.
- 28.7** The Graduate Union takes no responsibility for the safety of a child who is unaccompanied and unsupervised in The Graduate Union's building and facilities. It is the responsibility of the parent/guardian/carer to ensure the child's safety through an appropriate level of supervision.

29 Sub-letting of rooms is not permitted

- 29.1** No form of sub-letting of Rooms is permitted.
- 29.2** A Resident is not permitted to give another person use of their Room (unless negotiated in advance, as above) at any time during the Term of Residency. For example, when the Resident vacates the Room for mid-semester breaks, work placements, field trips or for any other purpose, the Resident is not permitted to allow any other person to reside in the Room or to receive any other advantage (e.g. use of the Resident's car park, meals).

30 Privacy

- 30.1** The Graduate Union adheres to the Australian Privacy Principles and its Privacy Policy (which is on The Graduate Union website), and respects each individual's rights to security, privacy and service in relation to the manner in which personal information is used.
- 30.2** The Graduate Union will apply reasonable endeavour to notify the Resident of entry to rooms for housekeeping, maintenance, the delivery of correspondence, routine inspections and associated purposes.

31 Termination of Agreement by The Graduate Union

- 31.1** If the Resident is in serious or persistent breach of any terms of this Residential Agreement or is found guilty of a serious or persistent disciplinary offence under law and/or The Graduate Union Code of Conduct, this Residential Agreement may be terminated by The Graduate Union with immediate effect.
- 31.2** *Serious and/or persistent breaches include but are not limited to the following:*
- (a)** substance abuse, dealing or supply;
 - (b)** violent or aggressive behaviour;
 - (c)** harassment or bullying; and
 - (d)** serious damage to or interference with the property of The Graduate Union.

32 Change of Terms and Conditions

- 32.1** The Residential Agreement Terms and Conditions are reviewed annually.
- 32.2** The Graduate Union reserves the right to change the Residential Agreement Terms and Conditions, the Residency Fee and other fees and charges without notice.