



Office Rental

Terms and Conditions

The Graduate Union of The University of Melbourne Incorporated (the Association)
including Graduate House

These Office Rental Terms and Conditions for are 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.

1	Definitions	2
2	Interpretation	4
3	Introduction	4
4	Term of Office	5
5	Office Rental Fee.....	5
6	Paid and confirmed Reservation of Office Rental.....	6
7	Office Bond	7
8	Notice of Change to the Office Rental agreement by the Office Rental Tenant.....	7
9	Cancellation of a confirmed Reservation of Office Rental	8
10	Penalties for Late Notice of Cancellation of a confirmed Reservation of Office Rental	9
11	Early Departure from an Office Rental	10
12	Penalties for late or no Notice of Early Departure	10
13	Sufficient Notice of Early Departure.....	10
14	Penalties for Insufficient or No Notice of Early Departure.....	11
15	Summary of Fees and Penalties for Early Departure from Office Rental.....	12
16	Early Termination of Office Rental agreement by the Association	13
17	Services and Facilities	13
18	Internet.....	14
19	Key Bond and Lockout Charges.....	14
20	Conduct of an Office Rental Tenant.....	15



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

21	Consumption of alcohol.....	16
22	Smoking.....	17
23	Drug Use.....	18
24	Visitors and guests of Office Rental Tenants	18
25	Staying overnight.....	19
26	Children	19
27	Sub-letting of Offices is not permitted	19
28	Privacy	20
29	Termination of Office Rental agreement by The Graduate Union.....	20
30	Change of Terms and Conditions	20
31	Office Rental Tenant Indemnity	20

1 Definitions

In these Office Rental Terms and Conditions unless the contrary intention appears:

- 1.1 **AEST** means Australian Eastern Standard Time;
- 1.2 **Association** means The Graduate Union of The University of Melbourne Inc.
- 1.3 **CEO/Head of College** means the person appointed by Council (the board of the Association) to be Chief Executive Officer and Head of College of the Association;
- 1.4 **Common Areas** means the facilities shared by Office Rental Tenants including but not limited to the entrance foyers, stairs and corridors, the Resident Member kitchen, dining and other meeting rooms, the courtyard, bathrooms and toilets;
- 1.5 **Contents** means the fixtures, fittings, furniture and equipment in the office provided at the start of the Office Rental Period and after any break in the Office Rental Period, and those provided for general use in the Common Areas;
- 1.6 **Council** means the committee having management of the business of the Association;
- 1.7 **Early Departure** means exit (vacation, departure) from the Office Rental Period 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 **Graduate House** means the buildings and facilities owned and run by the Association, including, but not limited to, 210-234 Leicester Street, Carlton, Victoria, 3053.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 1.10 **Joining Fee** means the one-off administrative charge applied when a person is becoming a Member of the Association;
- 1.11 **Key Bond** means a payment - made by an Office Rental Tenant to gain an office room key (or other access device, such as a swipe card) - that is returned to the Office Rental Tenant after the room key (or other access device) is returned to the Association, and subject to these Office Rental Terms and Conditions;
- 1.12 **Membership** means being a Member of the Association;
- 1.13 **Notice of Cancellation** means a written notification provided by a person - after payment for a Reservation of Office Rental – to cancel the Reservation of Office Rental (and thus the booking of an office for use at Graduate House);
- 1.14 **Notice of Change** means a written notification provided by the Association to the Office Rental Tenant, or a written notification by the Office Rental Tenant to the Association, of an amendment to the Office Rental Terms and Conditions that was last signed by the Office Rental Tenant;
- 1.15 **Notice of Early Departure** means a written notification provided by the Office Rental Tenant to the Association to depart (exit, leave, vacate) the Office Rental prior to the Reserved End Date;
- 1.16 **Notice to Vacate** means a written notification provided by the Association to leave the Office;
- 1.17 **Office** means a room owned and managed by the Association for the Office Rental Tenant’s sole use (unless otherwise negotiated) for the Office Rental Period.
- 1.18 **Office Bond** means a payment - made by an Office Rental Tenant to gain access to and use an Office - that is returned to the Office Rental Tenant after departure from residency, subject to terms and conditions outlined in this Residential Agreement;
- 1.19 **Office Rental Fee** means the charge applied (cost) for the Office Rental, exclusive of other services and products that are optional;
- 1.20 **Office Rental Period** means the period commencing on the Reserved Start Date of Office Rental until departure on the Reserved End Date or on another date that has been agreed between the parties;
- 1.21 **Office Rental Tenant** means a person who has been granted access to and uses an Office owned and managed by the Association under these Office Rental Terms and Conditions;
- 1.22 **Registered Office** means the Association’s registered office located at 220 Leicester Street, Carlton, Victoria, Australia, 3053 or any other office which subsequently becomes the Association’s registered office;
- 1.23 **Reservation of Office Rental** means the arrangement whereby the Association reserves an Office for a person who has so paid in advance for this Office booking;



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 1.24 **Reservation of Office Rental** means a confirmed booking by the Office Rental Tenant for access to and use of an Office for the Office Rental Period.
- 1.25 **Reserved End Date** means the last day of the Office Rental (and for the avoidance of doubt, means the end of the last day that the Office is accessed and used by the Office Rental Tenant); and
- 1.26 **Reserved Start Date** means the first day of the Office Rental (and for the avoidance of doubt, means the start of the first day that the Office is accessed and used by the Office Rental Tenant).

2 Interpretation

- 2.1 In these Terms and Conditions, 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 these Terms and Conditions; and
 - (c) the symbol \geq indicates 'greater than or equal to' and the symbol $<$ indicates 'less than'.

3 Introduction

- 3.1 The Office Rental Terms and Conditions form the basis of the agreement between the Association and the Office Rental Tenant.
- 3.2 The agreement comprises of the completed application form for Office Rental, confirmation of Membership (where applicable), confirmation of a Reservation of Office Rental from the Association, and (this document) the Office Rental Terms and Conditions.
- 3.3 Once the Association receives payment for Membership (where applicable) and for Reservation of Office Rental, these documents create legally binding obligations between the Association and the Office Rental Tenant.
- 3.4 Any person seeking to rent an Office should therefore ensure that they have read, understood and is prepared to agree to all terms and conditions in these documents before making a commitment to pay for Membership (where applicable) and/or for Reservation of Office Rental.
- 3.5 Notification of a confirmed booking for Office Rental will be sent by email to the person seeking to rent an Office at Graduate House.
- 3.6 The agreement for Office Rental comes into effect when the Office Rental Tenant has accepted the confirmed booking and paid the fees and charges for Membership (where applicable) and for the Reservation of Office Rental.

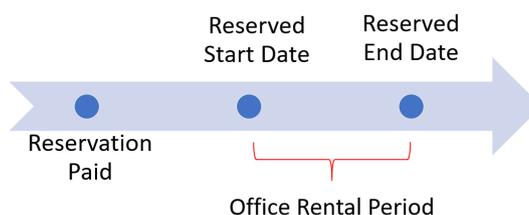


THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 3.7 Acceptance (whether by email, post or fax) of the Reservation of Office Rental is taken as a confirmed booking and payment makes a legally binding contract between the Association and the Office Rental Tenant.
- 3.8 The Association may (but is not obliged to) cancel the Office Rental agreement if the fees and charges for Membership (where applicable) and for the Reservation of Office Rental are not paid by the date stipulated in the confirmation of booking.
- 3.9 The parties entering into this Office Rental agreement shall abide by their respective obligations pursuant to the Office Rental Terms and Conditions.
- 3.10 The Association 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 Office Rental agreement does not, and is not intended to, create a permanent tenancy of the Office and that the Office Rental Tenant will have access to and use of the Office but does not have exclusive possession of the Office; the sole purpose of this Office Rental agreement is to provide an Office to the Office Rental Tenant to enable them to undertake typical office activities, to study at a university in Melbourne or to support research, education or other university-related purposes; and the Offices are part of a communal meeting and residential environment and the Office Tenant acknowledges that the Association will regard all forms of anti-social behaviour by the Office Rental Tenant or their visitors/guests as unacceptable in such a context and contrary to the interests of the other Office Rental Tenants, Residents, other Members, guest and visitors, and of staff.

4 Term of Office

- 4.1 The Office Rental Period is reserved in advance and is calculated from the Reserved Start Date (anticipated first day) to the Reserved End (anticipated last) Date.



5 Office Rental Fee

- 5.1 The Office Rental Fee is the cost for accessing and using an Office for the Office Rental Period.
- 5.2 The Office Rental Fee varies according to the Office Rental Period.
- 5.3 The Association is a charity, college and meeting place that is dependent on revenue, including the revenue from Office Rental Fees.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 5.4 Payment of the Office Rental Fee is made to ensure that funds are in the bank account of the Association in advance of the Reserved Start Date and on the due payment dates thereafter (for longer Office Rental Periods).
- 5.5 If payment of the Office Rental 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 Registered Office at least four working days (these being Monday to Friday from 9.00AM to 4.00PM) prior to the advance due date of payment.
- 5.6 Payment of the Office Rental 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 Office Rental Fee is not accepted and will be considered as non-payment, with late fees applying for each day from the due date of the advance or subsequent payments;
- 5.8 Payment of the Office Rental Fee is the responsibility of the Office Rental Tenant who must obtain and coordinate their own sources of funding so that one correct amount is paid in advance and by each subsequent payment due date.
- 5.9 Failure to pay the Office Rental Fee in advance on a number of occasions throughout the Office Rental Period may result in termination of the Office Rental agreement.
- 5.10 Failure to pay the Office Rental Fee on time:
 - (a) will incur a late penalty fee of \$7.00 per day for the first week (five weekdays) of overdue payment;
 - (b) thereafter will incur a late penalty fee of \$14.00 per day for a further week (five weekdays);
 - (c) thereafter will result in the issuance of a Notice to Vacate to the Office Rental Tenant;
 - (d) may result in termination of the Office Rental agreement.

6 Paid and confirmed Reservation of Office Rental

- 6.1 Receipt by the Association of the payment for Membership (where applicable) and for Reservation of Office Rental signifies onset of the Office Rental agreement between the Office Rental Tenant and the Association.
- 6.2 To secure a Reservation of Office Rental, payment in advance (before entering the Office) is required (where applicable) of the:
 - (a) Membership Fee – non-refundable;
 - (b) Joining Fee – non-refundable;



- (c) Office Rental Fee – non-refundable;
- (d) Office Bond – refundable subject to terms and conditions; and
- (e) Key Bond – refundable subject to terms and conditions.

6.3 The Office Rental Tenant may choose to pay in advance for other services and goods (for example, internet access that is greater than that provided, car parking, accommodation, meals, and merchandise).

7 Office Bond

- 7.1 An Office Rental Tenant with an Office Rental Period of four weeks (20 weekdays) or longer is required to pay a Room Bond (two weeks Office Rental Fee).
- 7.2 Subject to the terms and conditions of the Association and its Rules and Regulations, and to the Office Rental Terms and Conditions, the Office Bond will be refunded to the Office Rental Tenant within fourteen (14) days of the departure date.
- 7.3 Refund of the full Office Bond is dependent on the Office being left clean, tidy and without damage.
- 7.4 Refund of the full Office Bond is dependent also on adherence to Notice of Change procedures and schedules, and to the Association’s Code of Conduct.

8 Notice of Change to the Office Rental agreement by the Office Rental Tenant

- 8.1 Notice of Change to the Office Rental agreement may be made by an Office Rental Tenant after payment and confirmation of a Reservation of Office Rental to change the initially agreed upon Office Rental Period or other aspects of the Office Rental tenancy.
- 8.2 Examples of Notice of Change include, but are not limited to:
 - (a) Notice of Cancellation of a Reservation of Office Rental;
 - (b) Notice of Early Departure; and
 - (c) Notice of need to change Office.
- 8.3 Notice of Change to the Office Rental agreement by the Office Rental Tenant is to:
 - (a) be typed in an email sent to admingh@graduatehouse.com.au;
 - (b) be in English;
 - (c) provide the full name of the Office Rental Tenant, as well as the Office (room) number; and
 - (d) provide a detailed reason for the proposed amendment to the Office Rental agreement.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

8.4 Notice of Change to the Office Rental agreement by the Office Rental Tenant will be acknowledged by the Association:

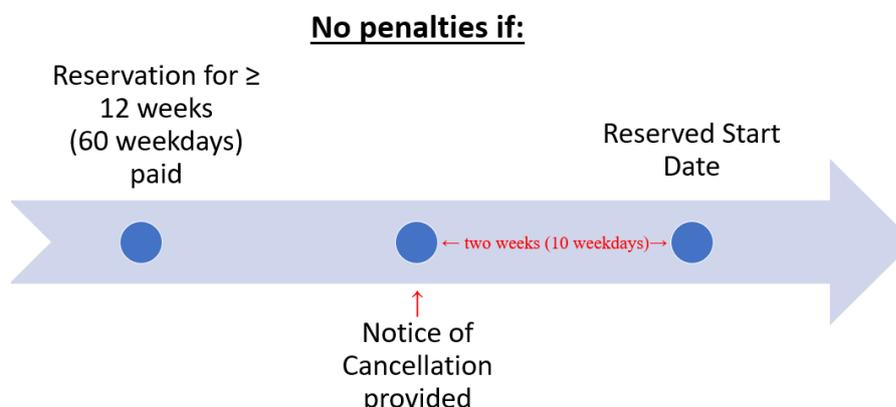
- (a) in writing and in English by return email; and
- (b) within five business days of receipt of the Notice of Change.

9 Cancellation of a confirmed Reservation of Office Rental

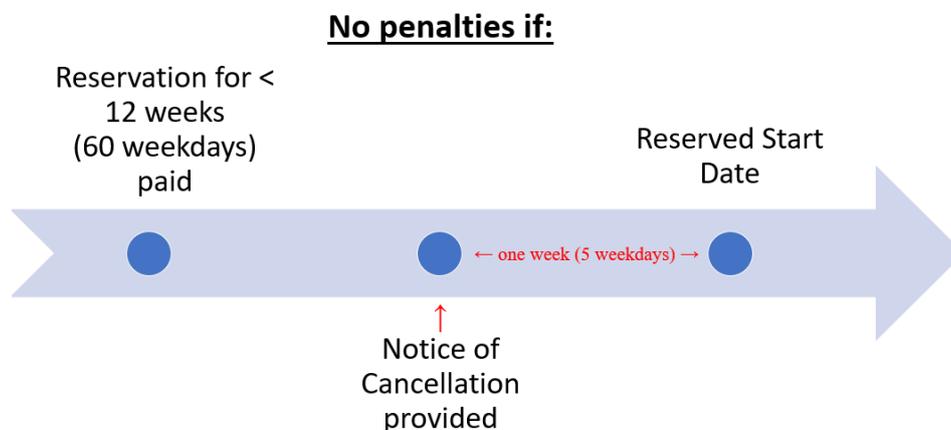
9.1 Cancellation of a confirmed Reservation of Office Rental is when the Office Rental Tenant cancels the Office booking prior to accessing and using the Office, but after having paid for Membership (where applicable) and the Reservation of Office Rental.

9.2 Notice of Cancellation of a Confirmed Reservation of Office Rental

- (a) For a Reservation of Office Rental for a Rental Office Period of ≥ 12 weeks (60 weekdays), the Association must receive at its Registered Office on a weekday (Monday to Friday) a Notice of Cancellation by 4.00PM AEST two weeks (10 weekdays) in advance of the Reserved Start Date.



- (b) For a Reservation of Residency for a Term of Residency of < 12 weeks (< 60 weekdays), the Association must receive at its Registered Office on a weekday a Notice of Cancellation by 4.00PM AEST one week (5 weekdays) in advance of the Reserved Start Date.



10 Penalties for Late Notice of Cancellation of a confirmed Reservation of Office Rental

- 10.1 Penalty fees are applied for late or no Notice of Cancellation and are deducted from the advance payment of the Office Rental Fee.
- 10.2 Membership and Joining Fees (where applicable and paid) will not be reimbursed to enable continued membership of the Association for at least twelve months.
- 10.3 No cancellation fee is applied if the Notice of Cancellation is provided:
- (a) \geq two weeks (10 weekdays) in advance of the Reserved Start Date for an Office Rental Period \geq 12 weeks (60 weekdays); or
 - (b) \geq one week (5 weekdays) in advance of the Reserved Start Date for an Office Rental Period of <12 weeks (60 weekdays).
- 10.4 A cancellation fee of \$200 is applied, and 50% of the advance payment of the Office Rental Fee is reimbursed, if the Notice of Cancellation is provided:
- (a) \geq 5 weekdays and <10 weekdays in advance of the Reserved Start Date for an Office Rental Period \geq 12 weeks (60 weekdays); or
 - (b) \geq 3 weekdays and <5 weekdays in advance of the Reserved Start Date for an Office Rental Period <12 weeks (<60 weekdays).
- 10.5 A cancellation fee of \$200 and non-reimbursement of the advance payment of the Office Rental Fee is applied, if the Notice of Cancellation is provided <3 weekdays in advance of the Reserved Start Date or if no Notice of Cancellation is provided.
- 10.6 Payments that had been received in advance for the Office Bond, the Key Bond and for other goods and services not delivered will be reimbursed subject to receipt at the Registered Office of a request for such reimbursement within five business (week)days after the



Reserved Start Date, and to the Office Rental Terms and Conditions for such reimbursement.

11 Early Departure from an Office Rental

- 11.1 Early Departure from the Office Rental Period is when the Office Rental Tenant departs (without return on subsequent dates reserved in the Office Rental Period) on a date before the Reserved End Date.
- 11.2 When an Office Rental Tenant intends to depart on a date before the Reserved End Date, a Notice of Early Departure is required (whether or not the Rental Office Period has commenced).
- 11.3 If \geq four weeks (20 weekdays) remain from the Early Departure Date to the Reserved End Date, the Office Rental Tenant must give Notice of Early Departure by 4.00PM AEST two weeks (10 weekdays) in advance of the Early Departure Date.
- 11.4 When $<$ four weeks (20 days) and $>$ one week ($>$ 5 days) remain from the Early Departure Date to the Reserved End Date, the Office Rental Tenant must give Notice of Early Departure by 4.00PM AEST one week (5 weekdays) in advance of the Early Departure Date.

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 Association has a waiting list of people seeking to rent offices.
- 12.3 When an Office Rental Tenant departs on a date before the Reserved End Date, but then seeks to return within the period of the originally agreed Office Rental Period, they will be placed behind those on the Office Rental waiting list.
- 12.4 The Association cannot guarantee a further Office Rental Tenancy to an Office Rental Tenant who departs and then seeks to re-enter following a break from the Office Rental agreement.
- 12.5 An Office Rental Tenant who adopts a departure/re-entry pattern to their advantage and thus to the disadvantage of existing or potential Office Rental Tenants may have their rights to Office Rental revoked.

13 Sufficient Notice of Early Departure

- 13.1 Early Departure may trigger a higher Office Rental Fee - and thus also a 10% loading and back-payment at the higher rate - should the Office Rental Period be reduced, for example, from a:
 - (a) 3-6 months Office Rental Period to one that is less than 3 months;
 - (b) 6 days to 3-month Office Rental Period to one that is less than 6 days.
- 13.2 If sufficient Notice of Early Departure is received - that is, as above for two or one week prior



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

to the Early Departure Date - the Residency Fee will be adjusted to correspond to the actual Office Rental Period plus 10%.

- 13.3 Upon receipt of the Notice of Early Departure, the Association will require back-payment of the readjusted Office Rental Fees from the Reserved Start Date to the date of Notice of Early Departure (minus Office Rental Fees already paid).
- 13.4 If the Reserved Start Date is more than 12 weeks (60 weekdays) earlier than the date of the Office receiving the Notice of Early Departure, the back-payment will be up to a maximum of 12 weeks (60 weekdays).
- 13.5 All future payments until the Early Departure Date will be at the readjusted Office Rental rate (and will include the 10% increase).
- 13.6 Within 14 days of the Early Departure Date, the Office Bond and Key Bond will be reimbursed (subject to the Office Rental Terms and Conditions), while Membership and Joining Fees (where applicable) will not be reimbursed.
- 13.7 If back payments are not received, these will be deducted from the Office Bond.

14 Penalties for Insufficient or No Notice of Early Departure

- 14.1 A late Notice of Early Departure fee of \$200 and back payment charges (from Reserved Start Date to Notice of Early Departure date) of the Office Rental Fee that corresponds to the actual Office Rental Period plus 10% of that Office Rental Fee (minus Office Rental Fees paid) are applied, if the Notice of Early Departure is provided:
 - (a) ≥ 5 weekdays and < 10 weekdays in advance of an Early Departure Date that is ≥ 4 weeks (20 weekdays) to the Reserved End Date; or
 - (b) ≥ 3 weekdays and < 5 weekdays in advance of an Early Departure Date that is < 4 weeks (20 days) and > 1 week (> 5 days) to the Reserved End Date.
- 14.2 All future payments until the Early Departure Date will be the Office Rental Fee applicable to the new Office Rental Period (and will include the 10% increase).
- 14.3 Two weeks prior to an Early Departure Date that is ≥ 4 weeks (20 weekdays) to the Reserved End Date, the Association will require payment of 20% of the revenue that was to have been earned (that is, lost anticipated revenue) by the Association (that is, the agreed Office Rental Fee for days of Office Rental from the Early Departure Date to the Reserved End Date).
- 14.4 Within 14 days of the Early Departure Date, the Office Bond will be reimbursed, while the Membership and Joining Fees (where applicable) 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 Office Bond before reimbursement.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 14.6 If the Notice of Early Departure is received at the Registered Office <3 days before the Early Departure Date, or is not received, penalty fees and back payments will apply.
- 14.7 Upon receipt of the Notice of Early Departure < 3 days before the Early Departure Date (or on the Early Departure Date when no notice has been provided), the Association will require:
- (a) payment of a Late (No) 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 Office Rental Fees already paid) or, where No Notice of Early Departure is received, to the Early Departure Date;
 - (c) payment of the readjusted Office Rental Fee from Notice of Early Departure Date to Early Departure Date, including a 10% increase (minus advance Office Rental Fees paid);
 - (d) payment of 20% of the revenue that was to have been earned (lost anticipated revenue) by the Association (that is, the agreed Office Rental Fee for room nights from the Early Departure Date to the Reserved End Date);
- 14.8 After the Early Departure (with < 3 weekdays notice or no notice) there will be no reimbursement of the Office Bond, and of any other payments received.
- 14.9 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 Office Bond, and no other refunds of any other payments received.

15 Summary of Fees and Penalties for Early Departure from Office Rental

	Notice of Departure is provided:		
	Correct Notice of Early Departure	Insufficient Notice of Early Departure	
		≥ 3 weekdays before Early Departure Date	<3 weekdays before Early Departure Date
Column 1	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**



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

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 12 weeks (60 weekdays) is only when the Notice of Early 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

16 Early Termination of Office Rental agreement by the Association

- 16.1 Early Termination of the Office Rental agreement by the Association is when the Office Rental Tenant is required to depart on a date before the Reserved End Date.
- 16.2 At its discretion, and in accordance with the Rules and Regulations of the Association, and the Office Rental Terms and Conditions, the Association may terminate the Office Rental agreement of an Office Rental Tenant without notice.
- 16.3 The financial arrangements for Early Termination of the Office Rental agreement by the Association will be determined on a case-by-case basis.

17 Services and Facilities

- 17.1 The Office Rental Tenant is responsible for:
- (a) keeping the Office 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 Office and in the Common Areas - see 'Requests' in the drop-down menu for 'Live Here' on the Association's website.
- 17.2 Office Rooms are serviced daily by in-house housekeepers. At all times, Office Rental Tenants are to be respectful and polite to housekeeping and building services staff, and must allow access to the Office and Common Areas as required. To enable Office service, the Office Rental Tenant 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 Offices and Common Areas of Graduate House. 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 Office Rental Tenants who have used the Common Areas.
- 17.3 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 Office Rental Tenant and, if unpaid by the specified date, will be deducted



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

from the Office 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 Office Rental Tenant; or should the Office have been left unsecured.

- 17.4 If property of the Association is lost, damaged or stolen by an Office Rental Tenant, charges will be incurred by the Rental Office Tenant and, if unpaid by the specified date, will be deducted from the Office 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 Office Rental Tenant; or should the Office have been left unsecured.
- 17.5 Office Rental Tenants do not have authorised access to the Resident Kitchen or to dry and cold food storage spaces, and may purchase food and beverages from the central wing café bar and main kitchen. The Resident Kitchen and the dry/cold food storage spaces are for Resident Members only. Security system recordings are taken in these areas.
- 17.6 Office Rental Tenants have limited access to a TV room, a games room and a lounge room, and subject to health and safety restrictions that are applied from time to time. A small library for quiet study is also available but may not be available should it be booked for meetings by non-resident Members or for other functions. Office Rental Tenants are able to book this library as a meeting space.
- 17.7 Utility costs for electricity, gas and water are included in the Office Rental Fee. Reverse cycle air conditioners are installed in the majority of rooms. Office Rental Tenants are asked to assist in the reduction of effects on the environment and the costs to the Association by turning off and unplugging all electrical appliances when not in their Offices and by turning off lights and other appliances upon exiting Common Areas.
- 17.8 All electrical appliances including those brought in by Office Rental Tenants are tested for safety and tagged. The Association reserves the right to remove electrical appliances or other items from the Office without notice.

18 Internet

- 18.1 Standard Wi-Fi (suitable for web browsing and emails) is provided for free.
- 18.2 Packages are available to be purchased (from reception of the Registered Office) for the connection of additional devices and for higher speeds.

19 Key Bond and Lockout Charges

- 19.1 Each Office Rental Tenant is provided with keys and/or cards which enable access to Graduate House and to their allocated Office; and is required to pay a Key Bond (\$50.00).
- 19.2 Loss or theft of the keys/cards must be reported to reception of the Registered Office immediately.
- 19.3 Subject to the terms and conditions of the Association and its Rules and Regulations, and the Office Rental Terms and Conditions, the Key Bond will be refunded to the Office Rental



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

Tenant within 14 days of the departure date.

- 19.4 Refund of the full Key Bond is dependent on return to reception of the Registered Office of the undamaged keys/cards for the Office that has been rented and for entry to Graduate House.
- 19.5 Refund of the full Key Bond is dependent also on the Office Rental Tenant demonstrating responsible key/card use, particularly with respect to security. Should an Office Rental Tenant demonstrate irresponsible key/card use – for example, allowing unidentified strangers into Graduate House after hours and on weekends, or into non-public areas at any time, as evidenced from security cameras or by other Office Rental Tenants, Residents, Members or staff - the rights to Office Rental will be revoked. Each Office Rental Tenant has a responsibility to contribute to the health, safety and security of all other Office Rental Tenants, Residents, Members and staff, and must not use their keys/cards to allow entry to another person, unless that person is known to the Office Rental Tenant and/or is a guest or visitor of the Office Rental Tenant.
- 19.6 Access keys/cards provided to one Office Rental Tenant must not be given to any other person. Disciplinary action will result should access keys/cards be given to any unauthorised person.
- 19.7 The Association understands that lockouts will inevitably occur, so the first **TWO** lockouts that happen during office hours, Monday – Friday, 8:00AM to 6:00PM, excluding public holidays, will be free of charge. Subsequent lockouts will be charged as follows:

1-2 Lockouts	No charge (record made)
3-6 Lockouts	\$10.00
7+ Lockouts	\$20.00

- 19.8 If an Office Rental Tenant demonstrates a repeated pattern of lockouts their right to Office Rental may be revoked.
- 19.9 If the Office Rental Tenant loses the access key/card, payment will be requested for replacement (\$40), any lock out fees that apply as per the above table and for administrative costs (\$10).

20 Conduct of an Office Rental Tenant

- 20.1 The Office Rental Tenant undertakes to be bound by the Rules and Regulations of the Association, which may be viewed on the Association’s website on the ‘About Us’ page (link is at the bottom of the home page).
- 20.2 The Office Rental Tenant agrees to adhere to the Member Code of Conduct and to support the international interdisciplinary collegium of the Association with dignity, professionalism and respect.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 20.3 The Office Rental Tenant agrees to take reasonable measures to contribute responsibly and equitably to the safety, health and comfort of all Office Rental Tenants, Residents, non-resident Members, staff and visitors to Graduate House.
- 20.4 The Office Rental Tenant agrees to carry valid identification cards/documents while in Graduate House. People without identification may be strangers without proper purpose for entry. It is imperative that all Office Rental Tenants consider and contribute to the security of our community and report immediately to the Association any concerns or suspicions about people in Graduate House who are not wearing identification badges or who are acting suspiciously.
- 20.5 The Office Rental Tenant acknowledges that all Office Rental Tenants and Residents have the right to a living, learning and meeting environment that enables them to advance their office duties, studies, learning, careers and other university related purposes. The Office Rental Tenant 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.
- 20.6 The Office Rental Tenant understands that the Association may revoke the right of a Member to access and use an Office in Graduate House at its discretion and in accordance with the Rules and Regulations of the Association, and the Office Rental Terms and Conditions.
- 20.7 The Office Rental Tenant shall at all times wear neat attire and footwear when in the Offices, communal and public general areas of Graduate House. This is for safety reasons and because the facility is used frequently also for meetings, functions, conferences, dinners, etc.
- 20.8 The Office Rental Tenant 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 Association. The Association will apply reasonable efforts to resolve the matter in the first instance, and may require a further meeting should consultation be required. Should the Office Rental Tenant believe that their concerns have not been dealt with to their satisfaction; the Office Rental Tenant may seek address, according to severity and urgency of the matter, with senior executive.

21 Consumption of alcohol

- 21.1 The Association is licenced to sell alcohol in the public spaces of Graduate House.
- 21.2 Should Office Rental Tenants require alcohol this is to be purchased from the café bar and consumed on the premises in the public areas (dining room, courtyard, meeting/function rooms).
- 21.3 Alcohol is not to be brought in to the facility from outside (that is, no 'bring your own' [BYO]) and is not to be consumed in the Office that is accessed and used by the Office Rental Tenant.
- 21.4 If Office Rental Tenants choose to consume alcohol, this consumption is to be responsible and moderate and with:



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- (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 Association 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 Office Rental Tenants, 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; and
 - (i) knowledge of the consequences for intoxication and irresponsible behaviour.
- 21.5 Drunkenness and intoxication are not tolerated in Graduate House. It is detrimental to the health of the individual who is intoxicated, and it affects negatively other Office Rental Tenants and Residents, the personal reputation and academic or work performance of the Office Rental Tenant, the reputation of their discipline or country and the reputation of the Association. Intoxication is not an excuse for antisocial or irresponsible behaviour. If an Office Rental Tenant 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 Graduate House.
- 21.6 If damage to property of the Association results because of intoxication or drug-induced antisocial or irresponsible behaviour (e.g. staining of carpet, breaking of crockery or drinking glasses) the Office Rental Tenant will be fined an amount which is equal to the cost of the repair, replacement or clean plus 25%. Disciplinary action, including expulsion from Graduate House, may also result.
- 21.7 Office Rental Tenants are encouraged to seek assistance if they require support in dealing with an alcohol problem.
- 21.8 Office Rental Tenants are eligible to book catered (including alcohol as required) meeting/function spaces and services. Enquiries may be made at reception of the Registered Office, and bookings through the 'Meet Here' section of the Association's website.

22 Smoking

- 22.1 Graduate House is a non-smoking building.
- 22.2 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>

- 22.3 Smoking is permitted neither inside any wings of Graduate House nor outside, including in the courtyard and rear of the terraces, on balconies and in the front yards of the terraces. Smoking is also not permitted within the immediate vicinity of all front and rear entrances to Graduate House.
- 22.4 Office Rental Tenants 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 Office Rental and possible expulsion from Graduate House.

23 Drug Use

- 23.1 The Association adopts a Zero Tolerance approach to the use of illicit drugs.
- 23.2 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 organisation with which the Office Rental Tenant is involved (enrolled, working or visiting). Illicit drug use or any form of trafficking or coercion involving drugs will result in expulsion from Graduate House immediately.
- 23.3 Office Rental Tenants who take prescribed medications are advised to adhere to their doctor's recommended dosage and must not allow access to these medications by any other person. It is recommended that the Association is informed of the need for an Office Rental Tenant to take prescribed drugs, and of the methods for administration, particularly in case of emergency.

24 Visitors and guests of Office Rental Tenants

- 24.1 Basic reception services, including the meeting and greeting of clients, visitors and guests, are included in the Office Rental Fee.
- 24.2 Office Rental Tenants are encouraged to invite visitors and guests to Graduate House and to encourage their Membership of our international, interdisciplinary and multi-age association of Graduates.
- 24.3 Guests and visitors may be invited, for example, to meetings, breakfast, lunch or dinner, to a social gathering and to GU Collegiate functions (e.g. the Monthly Luncheons). These guests and visitors must be made known to staff at reception 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).
- 24.4 The Office Rental Tenant is responsible for the behaviour of clients, guests or visitors while they are at Graduate House and must accompany the guest or visitor at all times. Unaccompanied guests and visitors will be asked to leave the facility by management.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

- 24.5 Graduate House is a meeting place and residential college that aims to foster learning and study. Guests and visitors are required to leave by 6.00PM, unless the Office Rental Tenant has a prearranged agreement (e.g., a paid function until a later time). It is the responsibility of the Office Rental Tenant to ensure that they are escorted from the building by this time.

25 Staying overnight

- 25.1 Office Rental Tenants must not stay overnight in the Office that they are renting.
- 25.2 Temporary overnight accommodation in designated residential rooms of Graduate House is available for Office Rental Tenants and for a limited number of guests or clients, subject to availability, sufficient advance notice and to the terms and conditions of residency.
- 25.3 The Association reserves the right to refuse a request for an Office Rental Tenant or their guests/clients to stay overnight, to give booking preference to Members over non-member Office Rental Tenants for accommodation rooms, and to ask guests staying overnight to leave the premises at any time.

26 Children

- 26.1 The Association aims to provide offices and residential accommodation that is suitable for professionals and post-graduates who are entitled to quiet enjoyment of the facility.
- 26.2 The Association does not provide childcare facilities.
- 26.3 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.
- 26.4 The Office Rental Tenant parent/guardian/carer of a child on the premises unaccompanied and unsupervised will be considered in breach of these Office Rental Terms and Conditions.
- 26.5 The Association Union reserves all rights to refuse access to and use of the Office for children and to terminate the Office Rental agreement should a child be found unaccompanied and unsupervised.
- 26.6 The Office Rental Tenant who is the parent/guardian/carer of a child who causes damages to the building and facilities of the Association will be required to pay for associated repairs/replacements.
- 26.7 The Association takes no responsibility for the safety of a child who is unaccompanied and unsupervised in the Association's building and facilities. It is the responsibility of the parent/guardian/carer to ensure the child's safety through an appropriate level of care and supervision.

27 Sub-letting of Offices is not permitted

- 27.1 No form of sub-letting of Offices is permitted.



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

27.2 An Office Rental Tenant is not permitted to give another person use of their Office (unless negotiated in advance with the Association) at any time during the Office Rental Period. For example, when the Office Rental Tenant does not come in to Graduate House to access/use the Office during the Office Rental Period, the Office Rental Tenant is not permitted to allow any other person to access/use the Office or to receive any other advantage (e.g. use Wi-Fi, the Office Rental Tenant's car park).

28 Privacy

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

28.2 The Association will apply reasonable endeavour to notify the Office Rental Tenant of entry to the Office for housekeeping, maintenance, the delivery of correspondence, routine inspections and associated purposes.

29 Termination of Office Rental agreement by The Graduate Union

29.1 If the Office Rental Tenant is in serious or persistent breach of any of these Office Rental Terms and Conditions or is found guilty of a serious or persistent disciplinary offence under law and/or the Association's Code of Conduct, the Office Rental agreement may be terminated by the Association with immediate effect.

29.2 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) considerable damage to or interference with the property of the Association.

30 Change of Terms and Conditions

30.1 The Office Rental Terms and Conditions are reviewed annually.

30.2 The Association reserves the right to change the Office Rental Terms and Conditions, the Office Rental Fee and other fees and charges without notice.

31 Office Rental Tenant Indemnity

31.1 To the fullest extent permitted by law, the Office Rental Tenant shall defend, indemnify and hold harmless the Association, its agents, employees, lenders and affiliates, from and against any and all negligence, claims, liabilities, damages, costs or expenses arising either before or after the Reserved Start Date which arise from or are caused by the Office Rental Tenant's access to and use of the Office and Graduate House (including all indoor, enclosed outdoor



THE GRADUATE UNION OF THE UNIVERSITY OF MELBOURNE INC.

and car park spaces), or from the conduct of the Office Rental Tenant's business, or from any activity, work, or thing done, permitted or suffered by the Office Rental Tenant or the Office Rental Tenant's agents, employees, vendors, contractors, invitees or licensees in or about Graduate House, or from any default in the performance of any obligation on the Office Rental Tenant's part to be performed under these Office Rental Terms and Conditions, or from any act, omission or negligence on the part of the Office Rental Tenant or Tenant's agents, employees, vendors, contractors, invitees or licensees.

- 31.2 The Association may, at its option, require the Office Rental Tenant to assume the Association's defence in any action covered in this clause through counsel reasonably satisfactory to the Association. Notwithstanding the foregoing, the Office Rental Tenant shall not be obligated to indemnify the Association against any liability or expense to the extent it is ultimately determined that the same was caused by the sole negligence or wilful misconduct of the Association, its agents, contractors or employees.