STUDYHOUSE RESIDENT’S AGREEMENT
1. **Background**

Welcome to Studyhouse!

The *Resident’s Agreement (Agreement)* sets out the terms and conditions of your occupancy of a Studyhouse.

By signing the *Agreement* you become a resident and you confirm that you accept all of the terms and conditions contained in the Agreement, our House Rules and our privacy policy.

Our *Studyhouse House Rules*, the *Studyhouse Handbook*, our *Privacy Policy* and your accommodation summary form part of this *Agreement* and a breach of any one of the regulations set out in these documents is a breach of the *Agreement*.

A Studyhouse House Manager operates each Studyhouse and has the authority to communicate with you on our behalf.

2. **Security Deposit**

The arrangements for payment of your *Security Deposit* are as follows:

(a) You are required to pay a *Security Deposit* of A $300 (AUD) and a credit card imprint for this is taken on arrival if not paid or taken beforehand.

(b) All payments and deposits must be paid in Australian Dollars (AUD) by credit card as Studyhouse will not accept cash. Unused imprints are destroyed so long as you do not breach any part of this agreement and no damage has occurred to the property whilst you are living in a Studyhouse property. The 1.9% Credit Card Processing Fee will apply to processed payments only.

(c) The *Security Deposit* is held on your behalf for your length of stay and cannot be used to pay for your rent (Occupancy Fee).

(d) Administration/placement fees apply to each booking.

(e) Subject to availability, the minimum length of stay for all Studyhouse residents is 28 days. For a resident booked in for a period of less than 28 days (ie. 27 nights
or less), an additional administration fee of $50 will apply.

(f) You must not change your allocated bed, room or residence without prior written permission from the Studyhouse House Manager.

(g) If a Resident requests a change of bed after the commencement of the term of Occupancy, an additional administration/cleaning fee of $50 will apply. Whilst every effort will be made to accommodate the wishes of the Resident, it will ultimately be up to the Studyhouse House Managers as to whether the change can take place. The total charge will be made to the credit card number being held on file for your Security Deposit, but will be in addition to the Deposit.

(h) You must not allow another person to occupy your bed if, for any reason, you are not using it.

(i) When your Security Deposit is paid, you will receive an individually numbered Security Swipe Key Card. Failure to return this key upon departure will result in a $50 Key Replacement Fee being deducted from your Security Deposit. There is a $50 charge for loss or damage to the key. This fee may be deducted from your Security Deposit if not paid beforehand. A replacement Security Swipe Key will be provided to you within 48 hours. Should you require the key within the 48 hour period, there will be an extra charge of $50.

3. **Contribution to your shared living community**

We offer our residents a shared living, community based environment.

Studyhouse will provide accommodation to you in compliance with the occupancy principles of the Boarding Houses Act 2012 NSW which supports premises that are:

a) clean;
b) in a good state of repair; and
c) safe and secure so that you will have quiet enjoyment and a place to study.

In this shared living community, you will be expected to:
(a) Keep your bedroom clean and in good, hygienic condition at all times.
(b) store your personal belongings in the lockable wardrobes provided and, if available, in the area designated for storage;
(c) comply with the Studyhouse Handbook;
(d) obey the Studyhouse House Rules which include:

   (i) No smoking, including any outdoor areas of the residence and anywhere within its grounds;
   (ii) No lighting naked flames including candles, incense or oil burners or any heaters or fans other than those provided by us
   (iii) Not using water or wet mops on the wooden flooring;
   (iv) Not tampering or interfering with the computers, your internet access or
your broadband connection;

(v) Not bringing your own furniture into the residence.

(vi) Not leaving dirty dishes, cutlery or cooking utensils unwashed after use.

(vii) Not leaving garbage and rubbish in any of the common areas.

(viii) Not bringing shopping trolleys to a Studyhouse;

(ix) Not bringing pets or animals to a Studyhouse.

(e) All guests are responsible for cleaning up after themselves in the common areas. Please be aware that other house residents will need to use the kitchen, living and bathroom facilities after you. Please leave these areas in a clean and tidy condition, just as you would like to find them. Failure to do so may result in each resident of the house being charged $25 by Management for additional cleaning.

4. Visitors

In order to maintain an acceptable level of security and respect for the other residents, only Studyhouse Residents, management or authorized repair and service personnel are permitted on Studyhouse properties. Non-Studyhouse people and visitors may pose a security and/or safety threat which may prejudice the interests of all residents and void insurance policies. Therefore:

(a) Visitors and guests are not allowed on the premises of any Studyhouse property at any time;

(b) In exceptional circumstances and with written consent of the Manager a visitor may be allowed onto the premises in accordance with the terms of the written consent only. These circumstances are limited to exceptional circumstances, events of disability or illness and not for social reasons.

Notwithstanding (a) above, residents are encouraged to take advantage of the close proximity of the many local entertainment venues, café and restaurants and socialize away from their Studyhouse, so as not to disturb the other house mates who may be resting or studying.

5. Noise control

You must not use or access areas that are marked ‘This is not a common area’.

We expect all residents to respect and be considerate of their fellow housemates.

Some of our Studyhouses have designated ‘outside common areas’. You must vacate the designated outside common areas by 10:00 pm. If you do not do so, you may be considered in breach of this Agreement and you may forfeit your Security Deposit.
6. **Sexual Harassment**

In Australia, it is unlawful to sexually harass another person and intentionally offend or humiliate a person by:

(a) Making a demand or request for sexual favours from another person;
(b) Saying something about another person with a sexual connotation or meaning;
(c) Subjecting another person to an unsolicited act of intimacy;
(d) Conducting or performing in a sexual manner unwelcome actions or statements directed to another person.

Studyhouse will take immediate steps to deal with such conduct including possible immediate eviction including loss of your *Security Deposit*, especially if the safety and concerns of other residents is at stake.

7. **Unlawful and Illegal Acts**

Unlawful and Illegal Acts (as defined by the laws of the State in which the Studyhouse is located) will NOT be tolerated and the relevant authorities may be notified if such occurrences are detected. Such action may, at the discretion of the Studyhouse management, result in the immediate eviction of the offender from Studyhouse with no refund of the remaining *Occupancy Fee or Security Deposit*.

8. **Discrimination**

It is unlawful in Australia to discriminate against a person for reasons of their religion, race, gender, sexual preference, politics, age or physical appearance. Students are encouraged to report any such instances to the Studyhouse House Manager.

9. **Privacy**

All Students must respect the privacy of each other. Studyhouse also respects your confidentiality and maintains as confidential all the information about you that we have collected or that you give to us. No confidential information will be disclosed to third parties unless required by law or with your written consent.

10. **What happens if you do not comply with this agreement?**

*The Studyhouse Handbook* and *Resident’s Agreement* are in place for your safety, protection and wellbeing, and also to promote a harmonious, courteous and tolerant home. Studyhouse has the right to give students written warnings if their behaviour does not comply with the terms of the *Resident’s Agreement* and the *Studyhouse Handbook*. If after you have received a warning and you continue with the offending behaviour, we may terminate your occupancy instantaneously and the Security Deposit
will not be refunded. In other circumstances:

(a) We may terminate your occupancy if any of the following occurs:

(i) You fail to pay your occupancy fees within 3 days of the due date;

(ii) You do not comply with the Studyhouse Handbook, the Resident’s Agreement or these Terms and Conditions.

(b) In the event that Studyhouse has to clean up a communal area as a result of you leaving debris, rubbish or unwashed cutlery, crockery or cooking equipment behind, or leaving it in an untidy state, each resident may have to pay a $25 fee for the cost of extra cleaning or rectification. It is NOT the responsibility of the Studyhouse Manager to wash up any dirty cutlery, crockery or cooking equipment. As a Studyhouse resident, it is your responsibility to leave this equipment clean and available for the next resident to use, no matter what time of the day or night.

(c) We may suspend or terminate your agreement with us, without notice and may do so in our absolute discretion if:

(i) You breach this agreement;

(ii) We are unable to verify or authenticate any information you provide to us;

(iii) We believe that your actions may cause legal liability for you, other students or us;

(iv) We have a reasonable basis to suspect that you have engaged in fraudulent or criminal activity, or;

(v) If you break or damage furniture, fittings or any property owned or leased by us, or another resident in which case you must pay for the repair or replacement (at our discretion) of that item.

Upon termination of occupancy all your personal property must be immediately removed from the Studyhouse, failing which Studyhouse Management may dispose of this property at its discretion.

11. Indemnity and release

(a) You indemnify and keep us and our related entities indemnified from and against all damages, costs, losses, damage and expenses, including legal fees incurred or suffered by us consequent upon, arising directly or indirectly out of or relating to your actions or a breach or non-observance by you of this agreement.

(b) You release us and our related entities from any liability to you for any damages, costs, losses, damage and expenses, including legal fees incurred or suffered by you consequent upon, arising directly or indirectly out of or relating to this agreement, your use of our services or our residences and/or our actions or those of our related
12. Disputes

(a) We may require any dispute, controversy or claim arising out of or in connection with this agreement to be settled by mediation or arbitration by reference to a Commercial Dispute Centre located in the State in which the residence is located. Both parties will be bound by the decision of an arbitrator. The party who is determined by the arbitrator to be at fault in relation to the dispute, controversy or claim must pay the costs of the arbitration.

(b) In addition, you or Studyhouse may apply to the Consumer, Trader and Tenancy Tribunal for the resolution of an occupancy principles dispute.

13. No transfer

We enter into this Agreement with you personally. You are not entitled to assign or transfer your rights and obligations under this Agreement.

14. Terms used in this Agreement

The terms used in this Agreement have the meanings given to them below except where a different meaning is implied by the context in which it used:

**accommodation summary** means the summary kept on our computer system from time to time in relation to your accommodation booking in a residence setting out, among other things, your contact details, the start date of your accommodation and the length of your accommodation;

**we or us** means Ezystay Systems Pty Ltd ACN 147 054 037 trading as Studyhouse or any assignee or successor in title, a manager or duly appointed representative of Studyhouse;

**resident** means a resident of a Studyhouse property owned, managed or leased by us who has entered into a contract for the provision of occupation of a bed in one of our residences and they are current occupant of that bed;

**privacy policy** means the document described on our website as our Privacy Policy;

**related entities** means our parent entity, subsidiaries, affiliates, officers, directors, agents and/or our employees;

**rules** means the documents described on our website as our Studyhouse House Rules;

**residence** means a property owned, managed or leased by us and used for the purpose of operating the business of Studyhouse; and
you means the person who signs this agreement who is seeking to become a resident.

15. Interpretation

The law of all States and Territories in which Studyhouse operates apply to this agreement.

DATE: _______________________________

SIGNED on behalf of Studyhouse
by a duly authorised person

Name – Please Print
a person authorised by Studyhouse

Signature

SIGNED by the Student

Name – Please Print

Signature
Initials and Date of Authorized Studyhouse Representative receiving this form. (_________________).
RESIDENT’S STUDYHOUSE HANDBOOK ACKNOWLEDGEMENT FORM

IMPORTANT:-

Please sign and detach this page and return it to the Studyhouse House Manager after completion of your Induction to Studyhouse within 48 hours of receipt.

I, ______________________________________________________
(Insert your full name)

From,__________________________________________________
(Insert your address)

Acknowledge that I have read, or had interpreted for me, and fully understand and accept the contents, terms and conditions of the Studyhouse Handbook.

I acknowledge my responsibilities as a Resident of the building and accept the terms by which my Occupancy Fee must be paid and I also understand the fees payable for early termination.

____________________________
Signed (your signature)

____________________________
Print your full name

Date: _______________________
Initials and Date of Authorized Studyhouse Representative receiving this form. (________________)