



# House Rules

## Table of Contents

1. Definitions .....	3
2. Introduction.....	3
3. Inductions.....	3
4. Property Access and Security.....	3
5. Room Inspections and Access to Resident Rooms.....	4
6. Residents Under the Age of 18 Years .....	4
7. Agreement Cancellation .....	4
8. Tenancy Takeover .....	5
9. Property Appearance and Modifications to Rooms .....	6
10. Damage or Loss.....	7
11. Cleaning .....	7
12. Pest Control .....	7
13. Garbage Disposal and Recycling.....	7
14. Room and Building Maintenance .....	7
15. Electrical Equipment and Safety .....	8
16. Fire Safety.....	8
17. Evacuation .....	8
18. Fair Use Policy.....	8
19. Pets.....	8
20. Check Out .....	8
21. Communal Areas.....	9
22. Car Parking.....	10
23. Visitors and Guests .....	10
24. Noise.....	10
25. Resident Social Events .....	11
26. Alcohol.....	12
27. Smoking .....	12
28. Drugs and Illegal Substances.....	12
29. Gambling .....	12
30. Weapons and Firearms .....	12
31. Filming and Recording .....	12
32. Social Media .....	12
33. Privacy .....	13
34. On-site Support.....	13
35. Conduct and Behaviour.....	13
36. Dealing with Issues .....	14

## 1. Definitions

For the purpose of this document please see definitions below:

- **Rules:** House Rules as set out below
- **Room:** a studio or a room within a share apartment
- **Room Key/Key:** swipe access card for room and common areas of the property
- **Resident:** customer residing at an urbanest property
- **Agreement:** residential agreement or rooming agreement between urbanest and the Resident outlining the terms for occupying a Room
- **Guest or Visitor** – anyone who does not reside at urbanest
- **urbanest Team:** customer service assistant, general manager, customer service manager, customer service supervisor, maintenance assistant, accounts assistant, security staff

## 2. Introduction

- House Rules are a supplement to the Agreement and any applicable legislative provisions aimed at providing guidance and additional information on standard urbanest policies and procedures.
- Residents are required to comply with the Rules during their stay.
- urbanest will give notice to all existing Residents on changes in House Rules at least seven days before the change takes effect unless the Agreement starts less than seven days before the change.
- Failure to comply with the Rules and any update or variation of them will constitute a failure to comply with the provisions of the Agreement and may lead to disciplinary actions including, but not limited to written warnings, Agreement termination and eviction.

## 3. Inductions

- Residents are required to attend compulsory inductions within the first 72 hours of moving in as per the induction schedule provided upon check in. Inductions cover fire safety, maintenance, the residential life program, health and safety, on-site support and other property systems to ensure Resident safety, security and wellbeing.

## 4. Property Access and Security

urbanest has robust policies and procedures in place to provide Residents with a safe and secure environment, however Residents must ensure the following measures are taken to maintain an appropriate level of security:

- Room Keys must not be left unattended.
- Room Keys are for individual use only and must not be shared with other Residents or non-residents.
- When leaving the Room all doors and windows must be locked.
- Residents must not allow anyone to follow them into the building. Access to the property is restricted to Residents only and all Residents have been provided with Keys.
- Residents must not access unauthorised areas of the property (e.g. roof areas not designed for Resident's use, back office, control rooms etc) under any circumstances.
- Residents must not obstruct access to fire exits, wheelchair ramps, property access points or Room/apartment doors.
- If a Resident is locked out of the Room appropriate identification must be provided to gain access to the Room.

- If a Resident loses their Keys appropriate identification must be provided for Keys to be re-issued (Key replacement provided at cost see 'Key replacement' in the Fees and Charges Schedule list provided in the Welcome Pack).
- Residents must report any suspicious people or behaviour to the urbanest team; trespassers and any persons deemed to be unauthorised by the urbanest team will be asked to leave the property immediately.

## 5. Room Inspections and Access to Resident Rooms

- urbanest conduct regular Room inspections to identify potential issues and hazards and ensure that health, safety and cleanliness standards are maintained at a high level.
- Residents are expected to pass inspections and adhere to the prescribed standards. Repeated failure to pass inspections will result in charges for professional cleaners and/or removalists to return the Room to the original condition (refer to the Fees and Charges Schedule).
- Except as otherwise outlined in the Agreement or these Rules, all Residents are entitled to privacy and quiet enjoyment of their Rooms.
- urbanest reserves the right to enter any Room on the following basis:

Reason for Entry	Notice Period
General inspection	7 days
urbanest repairs and maintenance	48 hours
Resident requested maintenance	None
Emergencies (determined by urbanest team at their discretion) ie: urgent repairs, concerns around Resident health and welfare	None
Civil and Administrative Tribunal Order	None
Suspicious that a Resident or their Guest or Visitor is in breach of the Agreement or these Rules.	None

## 6. Residents Under the Age of 18 Years

All international Residents under the age of 18 years (under 18) must follow the curfew rules and procedures as agreed with the academic institution. Repeated breaches of curfew will be reported to the Resident institution/guardian and disciplinary actions may be taken by urbanest and the institution which could ultimately affect visa status. If there are no agreed procedures with the academic institution the following guidelines put in place by the Australian Government for international students must be followed:

- Curfew time is 10pm. Residents under 18 must sign in at reception between 9.30pm and 10pm every night to avoid the Resident's guardian/institution being contacted.
- Permission to go on holiday or stay outside of urbanest can only be granted by the institution and/or guardian and must be communicated in writing by them to urbanest.
- No overnight Guests are permitted. All Visitors must leave the Room by 10pm.
- No alcohol can be consumed or kept in the Room by under 18 Residents.

## 7. Agreement Cancellation

- All cancellation requests must be submitted to urbanest in writing.
- If cancellation is requested at least 30 calendar days prior to the agreement start date the agreement may be cancelled without penalty.

- If cancellation is requested within 30 days of the agreement start date supporting documentation on inability to commence the course and start occupation of the Room must be provided.
- If no supporting documentation can be provided urbanest is entitled to recover costs until the Room is leased.
- If a Resident wishes to cancel an Agreement while living at urbanest they must contact the team at the property for cancellation steps, options and costs associated.
- Residents are bound by the Agreement terms until the Agreement cancellation has been approved in writing by urbanest management.

### UNDER 18 STUDENTS

- Residents are expected to stay until the Agreement end date regardless of whether they turn 18 during their stay.
- If there is an agreement with an academic institution in place Residents under 18 years of age must contact their University/College and guardian prior to requesting cancellation of their Agreement with urbanest, otherwise urbanest will not be able to assist with any cancellation enquiries.
- If there is no agreement with a University/College cancellations will be processed as per standard Cancellation Policy.

## 8. Tenancy Takeover

When signing a fixed term Agreement, the Resident is signing a legal contract under which it is agreed to rent the Room for a fixed term. This means the Resident is responsible to pay rent for the Room until the end of the fixed term, this is in accordance with the following:

- *Residential Tenancies Act 2010 (NSW)*
- *Residential Tenancies Act 1997 (VIC)*
- *Residential Tenancies and Rooming Accommodation Act 2008 (QLD)*
- *Residential Tenancies Act 1995 (SA)*

### FINDING A NEW TENANT

- If a Resident wishes to end the Agreement early they must sign and return a Tenancy Takeover Form, which can be obtained from reception. As per the procedure outlined in the form urbanest can assist the Resident with tenancy takeovers, however urbanest makes no guarantees about finding a replacement tenant and encourages the Resident to conduct their own search for a replacement tenant e.g.: advertising on social media.

All replacement tenants must be:

- full-time students (who are able to prove their student status)
- over 16 years of age
- in the case of a twin share Room the same gender and age as the Resident (e.g.: male or female student, under 18 or over 18)
- A new urbanest customer (e.g.: the replacement tenant cannot be a person who already resides at urbanest or who has a booking confirmed with urbanest for future residency)

The customer is bound by the Agreement terms until the early termination has been approved by urbanest in writing.

## CHECKING OUT

- Once a suitable replacement tenant has been found, a check out appointment must be made with Reception for the day of departure.
- The check out appointment will involve a full Room/apartment inspection and the finalisation of departure paperwork, including completing a Bond Refund form.

## COSTS

The Resident may be responsible to pay the following costs as a result of ending a fixed term Agreement early:

- rent until a new tenant is found or fixed term Agreement ends (whichever is earlier)
- re-advertising and administration costs (approximately \$150)
- any unpaid rent owed
- cleaning costs, if a Room is not left in a reasonably clean condition having regard to the condition of the Room at the commencement of tenancy
- the costs of disposing of any goods or property left behind
- repair costs, if the Resident or Guests have caused damage to the Room (other than fair wear and tear)

The Resident can reduce these costs by:

- continuing to pay rent up until a new tenant is found
- conducting searches for a new tenant
- ensuring that the Room is left in the condition that it was in at the beginning of tenancy

## BOND CLAIM AND ADDITIONAL COSTS

- If the Resident leaves their Room/apartment while owing rent, **urbanest** will claim against the bond to recover all or part of these costs.
- **urbanest** may call the Resident emergency contact if any additional costs are not paid.
- If any costs remain unpaid, **urbanest** may engage debt collectors to assist with recovering the amounts owed and may also place the name of the Resident on a Tenancy Database, which could affect ability to rent properties in the future. Being placed on a Tenancy Database may also affect credit ratings and make it difficult to borrow money from financial institutions in the future.

## 9. Property Appearance and Modifications to Rooms

Residents are required to maintain their Room and common areas in a clean and presentable state at all times:

- No posters or flyers are allowed to be put on windows or anywhere in common areas.
- No items including laundry and towels can be hung over the balcony/terrace/window ledge.
- Furniture provided in Rooms and share apartments must not be moved from the area.
- Items that leave scratches, holes or marks on the walls, ceilings or anywhere else are not allowed to be affixed anywhere in the Room.
- Small pieces of furniture such as freestanding shelves or side tables can be brought into the Room however, altering, re-painting or adding any permanent fixtures that require attaching to the walls, ceilings or floors is not allowed.
- Large pieces of furniture, large musical instruments, air mattresses and other inflatable furniture are not allowed in the Room.

- Any items left behind upon check-out will incur cleaning and removal fee which will be deducted from the bond.  
Any additional electrical items such as dishwashers, fridges, freezers, tumble dryers or washing machines are not allowed to be brought into Rooms/share apartments.

## 10. Damage or Loss

- Any loss or damage to urbanest property including carpet/floor damage by a Resident or their Guests will result in charges (refer to the Fees and Charges Schedule for more information).
- If the damage is in a Resident Room, the Resident will be responsible for cleaning and or repair costs. If the damage is in a common area of the share apartment it will be charged equally between the Residents responsible for the damage unless one person admits to the damage.
- Residents who receive an invoice from urbanest for payment of costs to restore any damaged property must make payment or dispute the charge within seven days after the invoice date. *Contact the urbanest team on how to dispute the charges.*
- Any invoices not challenged within the seven day period will no longer be subject to review and must be paid immediately.

## 11. Cleaning

Residents must keep their Room and shared areas clean to ensure the prescribed standards of hygiene and cleanliness are maintained. Refer to the Cleaning Guide provided to ensure the appropriate level of cleanliness is achieved. Any cleanliness issues or complaints regarding unhygienic areas or risks to health and safety may result in professional cleaning being required, this cost will be payable by the Residents.

## 12. Pest Control

Residents are expected to maintain good housekeeping in their Room and shared areas and ensure appropriate measures are taken to prevent infestations. If an infestation has been found to be caused by a Resident, the Resident will be charged for the cost incurred to eradicate the infestation.

## 13. Garbage Disposal and Recycling

- Residents must ensure all garbage from rooms and share apartments is emptied regularly.
- Residents must not place any garbage outside the apartment, next to or on top of bins.
- Residents must not throw garbage or any items from windows, balconies, terraces or rooftops.
- If there are garbage chutes in the property Residents must not put any glass, sharp objects, bulky items, cardboard boxes, open food containers into the chute.
- Residents must recycle where possible.

## 14. Room and Building Maintenance

- Residents must not replace electrical, plumbing, heating, security equipment, door locks, glass or any other items in their Room or share apartment.
- Any maintenance requests must be reported to urbanest as per the Accommodation Guide.

## 15. Electrical Equipment and Safety

For safe and efficient operations of the property systems Residents must abide by the following:

- When not in the Room air-conditioning must be switched off.
- All electrical items must be switched off when not in use.
- Cooking must only be done in the kitchen. The use of electric woks/frying pans, hotplates, kettles, rice cookers and other mobile cooking devices anywhere outside the kitchen is prohibited.
- Any faulty electrical equipment should be immediately reported to urbanest staff.

## 16. Fire Safety

- Candles, incense, any type of coil devices and open flames are not allowed anywhere in or around urbanest properties.
- Residents must follow the Fire Safety guidelines to avoid an unwanted fire alarm and the fees associated with it.
- Residents must not tamper with fire equipment. This includes removal of or damage to signage, altering the operation of doors, covering or disabling smoke detectors, misuse of fire blankets and discharging of extinguishers for any reason other than putting out a fire.

## 17. Evacuation

- If the emergency alarm sounds Residents must evacuate the building immediately and proceed to the designated assembly area.
- Residents must not use lift during evacuation.
- Residents must not attempt to re-enter the property until given permission to do so.
- Residents must attend fire awareness and safety workshops when requested to do so and familiarise themselves with the emergency exits and assembly area.

## 18. Fair Use Policy

Residents must use the included allowance on electricity, air-conditioning and water usage sensibly. If consumption of water and/or energy over a sustained period of time exceeds 110% of the median use within the property Residents might be asked to work with urbanest on reducing usage back to normal or pay for excessive usage.

## 19. Pets

- Pets (including fish) are not allowed to be kept in Rooms/ share apartments with the exception of guide or hearing dogs.
- If a pet is found in a Room the Resident will be asked to remove it.
- urbanest will carry out follow-up inspections and may contact the RSPCA to assist with removal.
- Failure to comply may lead to disciplinary actions, fees and termination of the Agreement.

## 20. Check Out

- Towards the end of the stay with urbanest, Residents will be issued with a notice to leave and required to confirm the date and time of departure.
- The departure date cannot be later than the Agreement end date.
- All fees and charges must be paid in full prior to vacating the Room.



- All personal belongings must be removed from the Room and cleaning complete by the agreed time on the day of departure.
- Upon vacating the Room a detailed assessment will occur to make sure it is in the same condition as at the start of the stay considering fair wear and tear.
- If the Room is not found in a suitable condition the Resident will be liable for fees and charges payable under the Agreement (see Fees and Charges Schedule).

## 21. Communal Areas

- Communal areas may be used by Visitors provided they are accompanied by a Resident except for gyms (at properties where applicable). **Gyms are for use of Residents only.**
- No glass is permitted on a communal rooftop (at properties where applicable). All drinks must be served in plastic cups. The rooftop is locked after 10pm each night.
- Bicycles must be kept in the purpose built storage area and are not allowed into Rooms. If Residents require access to the bike storage area they must ask reception to program their Keys accordingly.
- urbanest is not responsible for the security of or any damage sustained to bicycles left in the storage area or anywhere else.
- Residents must refer to the Accommodation Guide for more detailed information and rules on use of communal areas.
- No items must be thrown off balconies, terraces, rooftop, windows or any communal areas.
- Residents must exercise caution and not overcrowd balconies/terraces and keep the noise down between the hours of 10pm and 8am.

### GYM RULES (where available)

- The gym is an unsupervised area. CCTV is recording 24 hours a day.
- The gym is intended for the exclusive use of urbanest Residents. No Visitors or Guests are allowed to access or use the gym or equipment.
- Residents are responsible for their own property and must not leave any valuables unattended.
- All Residents using the gym equipment must be at least 16 years of age. Residents-under the age of 16 years are not permitted to use the equipment in the gym.
- The gym is to be used for its designated purpose only. Socialising should be done in communal areas and social spaces.
- A gym towel must be used at all times to place on benches and wipe down equipment after use.
- Exercise gear fit for purpose and enclosed shoes must be worn at all times. Thongs, sandals, bare feet, denim trousers, shorts with studs and bare chests are strictly prohibited.
- In peak times or when other residents are waiting, equipment must be shared where possible; use of cardio equipment must be limited to 20 minutes.
- Bags are strictly prohibited from being brought into the gym as they represent a trip hazard.
- Do not drop or throw weights, if unable to control the weights you may be lifting too much.
- Each piece of equipment must be used for its intended purpose only. Residents must follow the instructions provided and are prohibited from making up their own ways of using equipment

- Residents are prohibited from bringing their own fitness equipment (i.e. weights, benches etc.) to use in the gym.
- Using facilities while under the influence of alcohol or drugs, bringing or using alcohol or drugs in the gym is strictly prohibited.
- Frivolous behaviour and pranks are strictly prohibited.
- Only drinks in plastic or aluminium bottles containing water and sports drinks are allowed in the gym. No food or other beverages should be brought or consumed in the gym.
- If unsure of anything or require assistance please ask urbanest staff for help.
- Any Resident who causes damage to equipment in the gym will be held responsible and will be required to pay for such damage.
- urbanest has the right to prohibit any Resident from using the gym if they fail to abide by the Gym Rules.
- Using the equipment in the gym carries a risk of injury. DO NOT use gym equipment if unsure of how to use it or are suffering from any pre-existing injury. urbanest will not be responsible for any loss, injury or death of anyone using the gym facility.
- In case of an emergency call 000 immediately.
- If any equipment is broken or unsafe be sure to notify urbanest staff immediately.

## 22. Car Parking

- Car parking is not available to Residents. Parking is not allowed in property loading docks or staff parking spaces.
- Due to planning conditions local council car parking permits are not available to Residents.

## 23. Visitors and Guests

- Residents are responsible for their Guests and Visitors and will be accountable for any misconduct, injury to any person or property damage caused by them. Recipients of a bill for damage will have seven working days from the date of the invoice to pay or request a review of the claim.
- Guests and Visitors must comply with the House Rules and if asked by urbanest team they must be able to confirm the host Resident's name and Room number.
- If a Guest or Visitor violates the House Rules they can be asked to leave immediately.
- No overnight Guests are allowed in twin share Rooms.
- If a Resident wishes to have a Guest spend the night in a share apartment, they must inform all flatmates prior to this and obtain their permission.
- A Resident must not have more than one overnight Guest at one time and the Guest must be sleeping in the bedroom, not communal areas (lounge room).
- The length of the entire stay for Guests must not exceed five days and must have approval from urbanest management.

## 24. Noise

- Noise must be kept to minimum in and around urbanest properties between the hours of 10pm and 8am.
- If urbanest receive a complaint from other Residents or neighbours in the surrounding residential area about noise and anti-social behaviour, disciplinary actions will be taken.

## 25. Resident Social Events

- Resident social events will be monitored by urbanest.
- The event host must be a current urbanest Resident.
- Applications for events must be submitted to reception using the Event Application Form at least five days in advance.
- Applications for events are subject to management approval and will be based on the volume of people attending in relation to the area where the event is to be held, additional staffing required and security requirements.
- Any events not registered with urbanest will be stopped and any non-residents will be required to leave the property.
- Any event or gathering must be limited to Guests known by the Resident.
- If an event is hosted in a share apartment the host must obtain the written consent from all Residents of that apartment which must be reflected in the Event Application Form.
- If an event request is for more people than urbanest deems to be a safe for a share apartment (including the Residents living in the share apartment regardless of whether they are attending the event) then it can be moved to a communal area. urbanest team will assist with designating an appropriate location.
- An event may not finish later than 10pm in a share apartment. In communal areas this time may be increased to 11pm, at the discretion of urbanest subject to the disturbance to other Residents or neighbours.
- The event host will be held responsible for any breach of the House Rules. Any costs arising from or in connection with an event, including costs for damage to the property, cleaning and false fire alarm call-outs will be charged to the host of the event and must be paid on the specified due date.
- Any external doors or door to the apartment must not be left open for safety and to ensure belongings are secure. urbanest will accept no responsibility for any items damaged, stolen or lost.
- Smoking is not permitted anywhere in the property. A smoking cleaning fee of a minimum of \$250 will be applicable to the Resident signing the Event Application Form, even if it is a Guest found smoking. The Resident is responsible for Guest behaviour and noise levels when they are smoking outside the property.
- Any illegal substances found will result in the police being called immediately.
- Guests should be escorted out of the property at the end of the event by the host.
- The event host must ensure alcohol is served legally and responsibly and music and noise are maintained at a level that does not negatively affect other Residents or neighbours.
- ***Residents under the age of 18 years are prohibited from possessing or consuming any alcoholic beverage.***
- During exams period no events will be held as it may disturb other Residents.
- Any requests from urbanest team to prevent the disturbance to other Residents, must be adhered to immediately.
- At any point during the event, urbanest can check the apartment/communal areas to ensure the welfare of all Residents and Guests and ensure the event is not causing issues.
- If issues arise from the event, the relevant authorities will be contacted and disciplinary actions may be taken by urbanest including termination of the Agreement.
- An inspection of the apartment/communal area will be conducted the next day to ensure no damage has occurred.
- Refusal of an event is at the sole discretion of urbanest and no reason needs to be provided for a refusal.

## 26. Alcohol

- Alcohol must be served responsibly and must not negatively impact other Residents or neighbours.
- Residents under the age of 18 years are prohibited from possessing or consuming alcohol.
- Alcohol must not be consumed in public common areas after 10pm.
- Alcohol must not be consumed immediately outside the property or any of its entrances, exits including fire doors at any time.
- Any instances of anti-social behaviour will be investigated by urbanest; failure to comply may lead to disciplinary actions.

## 27. Smoking

Smoking of any substance at urbanest or immediately outside the building is prohibited. Failure to comply may lead to fees and disciplinary actions.

## 28. Drugs and Illegal Substances

- Possession, cultivation, usage or selling of illegal drugs and/or possession of any equipment to aid the use of illegal drugs or substances is prohibited.
- Any Resident found to be in possession of, in the presence of or using illegal substances will face disciplinary action, including but not limited to termination of Agreement and being reported to authorities.

## 29. Gambling

- Gambling is not permitted in the property.
- Disciplinary action may be taken against any Resident found gambling at urbanest.

## 30. Weapons and Firearms

The possession of weapons or firearms by a Resident or Guest is strictly prohibited. Weapons and firearms include but are not limited to:

- |                    |                   |              |
|--------------------|-------------------|--------------|
| • Knives or Swords | • Guns            | • Tasers     |
| • Batons           | • Rifles          | • Cross-bows |
| • Daggers          | • Dart Projectors | • Slingshots |

Any Resident found to be in possession of weapons or firearms will face disciplinary actions, including but not limited to termination of Agreement and being reported to authorities.

## 31. Filming and Recording

Residents and their Guests must not make an audio or video recording of private/non-public conversations or meetings without the knowledge and consent of all participants being recorded.

## 32. Social Media

Use of social media is acceptable, however Residents must be aware of the impact on other Residents, urbanest and contractors. The following uses for social media are prohibited while living at urbanest:

- Making comments or posting material that might be considered racial, defamatory, bullying, threatening or harassing.

- Use or disclosure of any confidential information about urbanest.
- Sharing specific personal information regarding urbanest team members on any social media platforms.
- Making any comment or posting material that might cause damage to the urbanest brand and reputation.
- The posted material may be removed from social media and disciplinary actions apply for non-compliance.

### 33. Privacy

urbanest is committed to protecting the privacy of your personal information and is required to comply with the Privacy Act 1998 including the Australian Privacy Principles. By providing urbanest with their personal information, Residents consent to urbanest using and disclosing their personal information for the following purposes:

- Providing Residents with student accommodation and other products and services
- Providing Residents with marketing and promotional information about urbanest, including special offers, which urbanest consider may be of interest to the Resident
- Conducting marketing and other promotional activities
- Disclosing Resident's personal information between members of the urbanest Group;
- Obtaining feedback on urbanest products and services
- Disclosure to third parties (such as agents, contractors and suppliers) for the above purposes

More information on the urbanest privacy policy can be found on the website:

<http://urbanest.com.au/about/the-legal-stuff>

Any privacy related issues must be reported to the Privacy Officer at [privacyofficer@urbanest.com.au](mailto:privacyofficer@urbanest.com.au)

### 34. On-site Support

- urbanest has a residential program to assist with the on-site support focusing on creating a safe and social environment for the Residents. The program is designed to promote a fun and engaging environment through facilitating social events, sporting and recreational activities. It also facilitates safety through safety awareness workshops, apartment meetings and peer support by the Residents living on site.
- urbanest ensures support is available 24/7 through reception, staff living on site and security personnel. Residents must familiarise themselves with reception hours and use of out-of-hours support contact numbers. Out-of-hours numbers must not be used for non-urgent issues that can wait until the following day.
- Disciplinary actions may apply to Residents found repeatedly misusing the after-hours support contacts (e.g.lockouts despite previous warnings).

### 35. Conduct and Behaviour

All Residents are requested to mutually respect the rights of all Residents, contractors and urbanest team. Misconduct, disruptive behaviour or any act, which is deemed to be threatening or abusive, will not be tolerated. Disruptive behaviour is any behaviour that by virtue of its intensity and/or repetitiveness compromises the health, safety and wellbeing of other Residents, urbanest team or third party contractors and causes damage to urbanest or other Residents. Any instances of such behaviour will be classed as a material breach of the

Agreement and will lead to disciplinary action including termination of the agreement and eviction.

All Residents, urbanest team and contractors must ensure that they do not promote or engage in behaviour that is perceived to be threatening or intimidating or causes any person to fear for their personal safety and well-being. Some examples of such behaviour are:

- **Harassment:** unwanted behaviour that makes a person feel intimidated, offended or humiliated.
- **Sexual Harassment:** unwelcome conduct of a sexual nature including unwelcome requests for sexual favours where a person is offended, humiliated or intimidated and a reasonable person would have anticipated such offense.
- **Bullying:** unreasonable behaviour directed towards an individual or a group of individuals. Bullying includes verbal abuse such as yelling, screaming or offensive language, online bullying or physical abuse. Practices that humiliate, intimidate or abuse also constitute bullying.
- **Cyber Bullying:** bullying that occurs through the use of technology such as internet, mobile device or camera.
- **Discrimination:** less favourable treatment of a person or group on the basis of their background or personal characteristics rather than individual merits.

urbanest does not tolerate any form of harassment, bullying or discrimination based on race, sex, sexual orientation, gender identity, relationship status, age, disability, political belief and religious belief. Any allegations of the above behaviour will be treated seriously and may initiate disciplinary actions including eviction and reporting to authorities when appropriate.

### 36. Dealing with Issues

- Residents experiencing any issues must report them to urbanest in a timely manner.
- urbanest will conduct investigations with all the parties involved and take appropriate actions.
- If after investigation it becomes evident that behaviour or conduct taken place is in breach of the Agreement or these Rules, urbanest will take disciplinary actions towards applicable parties.
- Except in circumstances of serious misconduct or a material breach of the Agreement, urbanest will issue a warning letter (or a series of warning letters) either by email or in writing, notifying a Resident of their misconduct or breach and outlining the corrective actions required to remedy breach within the specified timeline.
- If a Resident is found repeatedly breaching the Agreement or these Rules or not undertaking the requested corrective actions they will be issued with a notice to leave and their Agreement will be terminated.
- In case of a serious misconduct or a material breach of the Agreement a Resident will be evicted without warning and some instances of serious misconduct may be reported to the authorities.