

## 2018 Long Term Accommodation Contract Terms and Conditions of Residency

### Accommodation

Charles Darwin University's Office of Accommodation Services operates the on-campus accommodation at International House Darwin (IHD). Long term accommodation is available for a full academic year; or the remaining portion of the academic year at the time of the initial occupancy. Where a resident is completing studies at CDU mid-year or is visiting on a university exchange program a one semester contract may be permitted.

Long term accommodation contract dates are fixed (**12 February – 5 November 2018**) and include Orientation Week. Accommodation outside these dates may be available upon request. However, the contract dates form a minimum booking to secure a long term rental rate. Where the contract period has commenced, late applicants will be issued an offer for a contract commencing fourteen days from their application date or from the date of application where arrival is within fourteen days.

### Application

Applications are subject to availability and approval.

Applications will be evaluated in the order that they are received, provided all relevant information has been supplied and the application fee has been paid (fee not applicable to returning residents with a bond in place at IHD).

A signed [Parent/Guardian Consent form](#) is also required for applications from persons who are under 18 years of age.

Applicants must disclose if they have previously been evicted or denied residence from any accommodation facility. Failure to disclose a prior eviction may result in cancellation of the accommodation contract with CDU.

### Conditions

Acceptance of a place at International House Darwin includes a commitment to pay rent for the **entire** contract period.

All approved applicants are required to maintain their rent payment two (2) weeks in advance at all times. Please note that you are making a **commitment to pay for the minimum specified contract period**.

Applicants are required to meet and continue to comply with the following criteria:

1. Maintaining good academic standing and course progression with a minimum enrolment of two internal units per semester at CDU or a partner institution;
2. Ability to assimilate harmoniously in a multicultural community environment;
3. Willingness to participate and be involved in the residential community at IHD;
4. Compliance with the [Student Residence Code of Conduct](#), the [Charles Darwin University \(Student Residences\) By-laws](#), [Student Residence Handbook \(for IHD, KSA and/or ASSA\)](#) and all other [relevant governing documents of the University](#); and
5. Ability to pay a four (4) week bond and maintain an ongoing financial commitment.

Where residents reside at IHD on the basis that they are a committed couple, at least one member of the partnership must meet the above enrolment requirement. Failure to remain enrolled will jeopardise the residency of both members of the couple. Both members of the couple must also adhere to conditions 1-4 above.

Accommodation may be reviewed and refused at any time before or during the contract period based on previous and/or current conduct if the resident:

1. Does not enrol in or ceases to be enrolled in a CDU or partner institution course;
2. Does not make satisfactory academic progress while residing on-campus;
3. Has a detrimental effect on the community environment;
4. Poses a safety risk to themselves or other residents;
5. Does not participate in IHD community activities;
6. Fails to disclose a prior eviction; and/or
7. Does not make payments as required under the conditions of the contract or has an outstanding debt.

Requests for specific rooms, for a shared room, or requests to share with a specific person cannot be guaranteed. Requests to move rooms after checking into a room will only be granted in extenuating circumstances and, if approved, will incur a \$100 cleaning and administration fee.

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### Bond

A Residency Bond equivalent to four weeks' rent must be paid at the time of accepting an offer of a place at International House Darwin. The bond will be held for the term of the residency contract. Upon accepting an offer you will additionally need to pay the first two weeks' rent in advance.

Upon departure, residents should lodge a completed bond refund form. The Residency Bond will be refunded within ten business days of receipt of this form. Any outstanding debt and/or the costs of any repairs necessary to return a resident's room to original condition will be deducted from the Residency Bond upon departure, including cleaning fees for rooms left in an untidy condition.

### Payments

Payments can be made in full prior to the contract commencement or via fortnightly payments on the direct debit system.

A 5% discount is applicable for payments made in full prior to the following strict payment dates:

- 29<sup>th</sup> January 2018 for semester 1; 2018 and
- 18<sup>th</sup> June 2018 for semester 2, 2018.

Residents must ensure rent payments are kept two weeks in advance at all times.

If residents are not paying in full, they are required to set up a direct debit arrangement to ensure timely rent payments. Residents who experience difficulty making rental payments should contact IHD management as soon as possible to discuss their situation.

Fortnightly direct debit payments must be from a credit/debit card or an Australian Bank account. International bank accounts may only be used for advance payments in full.

### Cancellations

By signing this document electronically, residents are committing to a residential contract with **fixed minimum dates**.

#### Cancellations prior to arrival:

Cancellations made within two (2) weeks prior to your arrival date will incur one (1) week's rental in cancellation fees. Earlier cancellations will incur no penalty.

#### Cancellations during the fixed contract period:

Cancellations made during a resident's stay at IHD and prior to the resident's contracted departure date (e.g. 5 November 2018) will incur a loss of the full bond. In addition, the resident must give two (2) week's written notice of their intention to break their contract and will be liable for those two (2) weeks of rent.

#### Amendments to dates of stay outside the fixed contract period:

Two (2) weeks' notice must be given for any change made to your booking outside the fixed contract period. You may extend or reduce the dates of your stay at this time without penalty if two (2) weeks' notice is given.

#### Terminated contracts:

Residents whose contract is terminated for breach of the terms and conditions of this agreement may be subject to a cancellation fee of two (2) weeks' bond.

The cancellation policy will not apply in the following situations:

- The applicant is not offered a place at Charles Darwin University.
- The applicant does not receive a student visa or their visa is cancelled.
- The resident is unable to continue their studies due to their own serious health issues or a serious health issue with an immediate family member. In this situation, a copy of a medical certificate must be supplied to IHD management.

Other circumstances may be considered at the discretion of IHD management.

### Debts

The University may place an encumbrance on a resident's CDU student account if fees, charges or fines are not paid by the nominated date or their departure date (whichever is earliest). This would mean that the resident would not be able to access the library, computer or enrolment services, request academic transcripts or graduate from CDU.

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### Signature

Upon signing these Terms and Conditions the resident is agreeing to adhere to the [Student Residence Code of Conduct](#), the [Charles Darwin University \(Student Residences\) By-laws](#), the [Student Residence Handbook \(for IHD, KSA and/or ASSA\)](#) and all other [relevant governing documents of the University](#).

I confirm that I have read and understand the above conditions and agree to abide by them.

Name: .....

Date: .....