

Shafston Apartment On Site (APARTMENT) Terms and Conditions

Shafston International College Pty Ltd ACN 123 456 789 (the "College"), is pleased to offer student apartment accommodation. The APARTMENT is not a serviced apartment and should be treated with respect and due care.

1. **APARTMENT Details**

The APARTMENT is located at: UniLodge@Shafston

19. Castlebar St, Kangaroo Point 4169 Queensland, Australia

2. **Property Manager**

Any queries or issues related to the apartment should be directed to the Shafston property manager. The property manager is authorized to conduct regular inspections of the APARTMENT.

3. **Eligibility and Duration of Stay**

The APARTMENT is available to Shafston students aged 18 years and above, studying at least 4 weeks of ELICOS or VET, for a duration of 4 to 14 weeks.

4. **Bed Reservation**

1. A bed can be temporarily secured with a \$275 placement fee and a bond equivalent to 4 weeks' rent, payable within 3 working days after the Letter of Offer is issued. Full security is achieved when the total apartment fee is paid 8 weeks prior to the check-in date.

2. Reservation Finality: Upon the temporary securing of the apartment, no modifications, extensions, or deferrals to the contract are permissible. The commencement of the contract is deemed definitive and unchangeable.

3. Partial Cancellation: Any reduction in the duration of stay, including shortening the number of weeks or days prior to check-in, shall be construed as a partial cancellation. For information pertaining to the ramifications of partial cancellations, please refer to Clause 8: Cancellation and Refund Policy.

5. **Student Allocation**

1. All accommodations within the APARTMENT are designed for Twin Share occupancy only.

2. Each Twin Share APARTMENT consists of two beds, labelled as "A" or "B". In the event that a student is discovered occupying a bed not assigned to them as per their APARTMENT placement confirmation letter, a penalty of \$100 AUD may be deducted from their bond.

3. APARTMENT Gender Policy: The APARTMENT may be allocated in one of the following gender configurations:

i. Female Only: The APARTMENT is allocated to female students only.

ii. Male Only: The APARTMENT is allocated to male students only.

iii. Mixed Gender: The APARTMENT may be allocated to a mixed-gender couple, with the condition that the couple checks in and checks out simultaneously.

6. **Check-in Procedure**

Students may check in at any time and be allowed to check in up to 7 days prior to the commencement of their course.

7. Check-Out Procedure

1. **Schedule:** Students may check out at any time and be allowed up to 7 days after the course completion date.
2. **Check-Out Inspection:** The Shafston property manager is obligated to conduct a check-out inspection with the student.
3. **Key Return:** Upon completion of the check-out inspection, students are required to return their APARTMENT Key/Lift swipe to the Shafston property manager.
4. **Bed Linen:** Kindly remove the bed linen, cover sheet, and pillowcase from the bed. The removed items from the bed are allowed to be left on the bed unless students wish to keep.
5. **Early Check-Out:** Students seeking to check out prior to the original check-out date must consult the Shafston property manager.
6. **Damage Inspection:** During the check-out inspection, the Shafston property manager and the student will ensure that no damages or broken items are left unreported. Any damage or breakage will be deducted from the student's Bond. It remains the student's responsibility to contact the Shafston property manager regarding the refund of their bond.
7. **Bond:** The bond is a sum of money paid as a safeguard over the property and its contents.
8. **Accommodation Refund Form:** Students are required to complete the accommodation refund form and promptly visit the homestay department at least three days before the check-out date.
9. **Bond Refund:** The bond refund will be executed via a bank transfer within 4 weeks

8. Cancellation and Refunds

8.1 Before Check-In

- i. **28 Days or More Prior to Check-In:** In the event of cancellation 28 days or more prior to the check-in date, the student will receive a refund of the rent fee less a cancellation fee equivalent to 1 week's rent. The full amount of the bond, 100% check out cleaning fee, and 100% of the linen package fee (if applicable) will be refunded.
- ii. **14-27 Days Prior to Check-In:** In the event of cancellation between 14 and 27 days before the check-in date, the student will receive a refund of the rent fee less a cancellation fee equivalent to 2 weeks' rent. The full amount of the bond, 100% check out cleaning fee, and 100% of the linen package fee (if applicable) will be refunded.
- iii. **13 Days or Less Prior to Check-In:** In the event of cancellation 13 days or less prior to the check-in date, the student will receive a refund of the rent fee less a cancellation fee equivalent to 4 weeks' rent. The full amount of the bond, 100% check out cleaning fee and 100% of the linen package fee (if applicable) will be refunded.

8.2 Cancellation After Check-In Date

- i. In the event of cancellation after the check-in date, the student will receive a refund of the bond.

9. Keys

1. In the event of loss or damage to any keys, including all door keys, mailbox keys, and swipes, a fee of \$450 will be deducted from the student's bond. This fee covers the cost of re-barrelling the unit door and mailbox, and re-issuing of any swipes.

2. The student is required to inform the Shafston property manager immediately in case of loss or damage to any keys. Timely reporting is essential to ensure the security of the property and the student's belongings.

10. Apartment Lockouts

1. In the event a student is locked out of their apartment, they can reach out to the UniLodge@Shafston reception for assistance. The reception is available Monday to Friday, between the hours of 8am to 5pm.
2. For lockout instances occurring after standard business hours, students can contact the After-Hours service at (07) 5559 7908.
3. A service fee of \$50 will be deducted from the student's bond to cover the cost of this service. Please note that this fee is applicable for each lockout event.

11. Visitors

For the maintenance of safety, security, and the comfort of all students, no visitors are permitted inside the apartments. This rule applies uniformly to all individuals, including students residing in other units within the same apartment complex.

12. Smoking and fire safety

1. The entire premises of the Apartment complex is designated as a non-smoking zone. Smoking is strictly forbidden in all parts of the APARTMENT, including but not limited to bedrooms, common areas, and entry foyers.
2. Any occupant found to be smoking within the APARTMENT premises, or reported as doing so, will be liable to a penalty of AUD 100. This penalty will be enforced without exception for the preservation of a healthy and safe living environment.
3. Residents must exercise caution when cooking food in their room and be aware of the presence of the smoke alarm positioned above them. It is important to ensure that the windows are open, and the exhaust fan is used while cooking to minimize the risk of triggering the smoke alarm.
4. In the event that the smoke alarm in the resident's room is activated, it is crucial not to open the front door, as this may trigger the building's fire alarm system.
5. Under Queensland legislation, particularly the *Fire and Rescue Service Act 1990*, any student who negligently or deliberately causes a false fire alarm may be liable for the costs associated with the deployment of emergency services, including fire trucks. Such costs are substantial and will be charged to the student responsible for the false alarm. This expense is separate from, and in addition to, any penalties applied under the rules and regulations of the APARTMENT complex.



6. Students are reminded of the importance of fire safety and the severe consequences, both legally and financially, of misuse or tampering with fire safety equipment or triggering false alarms. Students are urged to familiarize themselves with the fire safety instructions provided in the APARTMENT complex and to act responsibly and safely at all times. If the main smoke alarm is triggered and the fire brigade is dispatched to the premises as a result, the associated costs will be the responsibility of the resident. This personal cost amounts can be up to \$2,600 AUD.

13. Prohibition of Pets

1. The APARTMENT strictly enforces a 'No Pet' policy. No pets, of any kind or size, are permitted within the premises of the APARTMENT.
2. Breach of this policy may result in penalties, up to and including termination of the lease agreement and eviction from the premises, as permitted by relevant Queensland tenancy laws and regulations.

14. Personal Property Insurance

1. The student shall bear sole responsibility for ensuring the safety and security of their personal belongings within the premises of the APARTMENT at all times. This includes, but is not limited to, ensuring that their APARTMENT is securely locked.



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2. Shafston expressly disclaims all liability for any theft, loss, or damage to a student's personal possessions.
3. The student is strongly advised to procure personal contents insurance to protect their property and possessions. Such insurance coverage is solely the student's responsibility and should be arranged promptly. Shafston shall not be responsible for arranging or providing any form of personal contents insurance for the student or for their property or possessions, and no such responsibility shall be implied or inferred from any other provision of this agreement or from any actions or communications by Shafston or its representatives. It is the student's responsibility to lock their APARTMENT to ensure the safety of all contents at all times. Shafston is not responsible or accountable for the theft of or damage to a student's personal possessions.

15. Included Furnishings and Appliances

1. The APARTMENT is furnished with the following items:

- a. A single bed;
- b. A desk and chair;
- c. A desk light;
- d. Air conditioning unit;
- e. A refrigerator;
- f. A television;
- g. A microwave;
- h. Kitchen utensils;
- i. Crockery;
- j. Cutlery;
- k. Glassware;
- l. A kettle;
- m. A toaster;
- n. An iron and ironing board;
- o. A broom.

These items are provided for the use and convenience of the student during the term of their occupancy. The student is expected to maintain these items in good condition, normal wear and tear excepted. Any damage to, loss of, or failure to return these items upon termination of this agreement may result in deductions from the student's bond.

2. The following items are NOT provided in the APARTMENT, and it is the responsibility of the student to procure them if needed:

- a. Phone
- b. Linen: Linen packages, including a blanket with cover, pillow with cover, and towel, can be pre-ordered for a fee of \$100. Alternatively, students may purchase their own at BIG W Macarthur, Brisbane City.
- c. Hair Dryer: Hair dryers are not provided. Students may purchase their own at BIG W Macarthur, Brisbane City.
- d. Food and Drinks: The student is responsible for their own food and drink supplies.
- e. Cleaning Products: The student is responsible for purchasing their own cleaning products.
- f. Rubbish Bags: The student is responsible for purchasing their own rubbish bags.

- g. Toilet Paper: The student is responsible for purchasing their own toilet paper.
- h. Toiletry Products: The student is responsible for purchasing their own toiletry products. These can be purchased at Seasons IGA, East Brisbane. Please note that failure to maintain a clean and sanitary living environment could result in additional cleaning charges or other penalties.

16. Damage or Loss of Property/Inventories

- 1. In the event of damage, loss, or the need for replacement of any inventory items included with the APARTMENT, the student is obligated to promptly inform the Shafston Property Manager.
- 2. Students are expressly forbidden from attempting to repair or rectify any issues related to the appliances or fixtures in the APARTMENT on their own. Such actions could potentially lead to further damage or safety issues, and could result in penalties or additional charges.
- 16. All maintenance or repair needs should be reported immediately to the Shafston Property Manager, who will arrange for appropriate professional intervention. Non-compliance with these terms may result in repercussions as per the provisions of the contract and relevant Queensland legislation.

17. Parking Restriction

- 1. Please note that there are no parking facilities available for the students within the APARTMENT premises. Any car or vehicle owned by the students must be parked off-site, in accordance with local laws and regulations.
- 2. The APARTMENT assumes no responsibility for the safety or security of any vehicles parked off-site, and it is the student's responsibility to ensure that their vehicle is parked in a safe and legal manner.
- 3. Non-compliance with this term may result in repercussions as per the provisions of the contract and relevant Queensland legislation.

18. Provision of Bicycle Racks

- 1. The APARTMENT provides bicycle rack facilities for the convenience of students who utilise bicycles as their mode of transportation.
- 2. Any student possessing a bicycle is required to inform the Shafston property manager and should follow the manager's instructions for proper usage and storage of bicycles within the premises.
- 3. It is the student's responsibility to ensure their bicycle is securely locked when not in use. The APARTMENT shall not be held accountable for any damage, theft or loss of bicycles. Non-compliance with these terms may result in repercussions as per the provisions of the contract and relevant Queensland legislation.

19. Apartment Inspections

- 1. The APARTMENT, inclusive of bedrooms and bathrooms, will be subjected to regular inspections by an authorized Shafston staff member. These inspections are aimed at ensuring the APARTMENT's upkeep and identifying any potential damages or issues that need to be addressed.
- 2. The privacy of each student will be respected throughout the inspection process. Notice will be provided prior to any such inspections in accordance with the relevant Queensland legislation.
- 3. If, upon inspection, the Shafston staff member deems the general cleanliness of the apartment or student's room to be unsatisfactory, or identifies any damage to the

apartment, repercussions may ensue. This may include, but is not limited to, the forfeiture of the student's bond, the levying of a \$100 penalty, or eviction from the APARTMENT.

4. The specific action taken will be determined on a case-by-case basis, in accordance with the severity of the infraction, the terms of the agreement, and the applicable Queensland legislation.

20. Quiet Policy

1. All residents are required to show consideration for the rights and comfort of others within the APARTMENT. This includes maintaining a reasonable level of noise, particularly during the night.
2. Excessive noise, including but not limited to loud music or loud conversations, especially after 9pm, will not be tolerated.
3. In the event of a noise complaint, an automatic penalty of \$100 will be deducted from the offending resident's bond.
4. Repeated noise complaints may result in eviction, as per the terms of the agreement and in accordance with applicable Queensland legislation.

21. Non-Interference

1. All residents are obliged to not interfere with the reasonable peace, comfort, or privacy of their roommate or any other resident.
2. This extends to appropriate use of the APARTMENT's common areas, where all residents must respect the rights and needs of others. Unreasonable interference with other residents' use of these areas will not be tolerated.
3. Breach of this clause may result in penalties as specified in the agreement and in accordance with applicable Queensland legislation.

22. Waste Management

1. It is the responsibility of each resident to ensure the daily removal of rubbish from their allocated living space within the APARTMENT
2. Under no circumstances should rubbish be left outside the door of the APARTMENT. Non-compliance may result in penalties as outlined in this agreement.

23. Pest Control

1. As Queensland is a sub-tropical region, the presence of insects is to be expected. To avoid attracting unwanted pests, residents must not leave any food items uncovered at any time. It is highly recommended that residents purchase and use insect spray or repellent to manage the presence of insects.
2. In the event that professional pest control services are required due to the negligence or action of a resident, a fee of \$150 will be deducted from the resident's bond.

24. Laundry Services

All residents are responsible for the washing and drying of their own clothes and bed linen. This could be done using the washing machine and dryer facilities provided on Level 3 of the APARTMENT. The cost for each wash or dry cycle is set at \$3, although this rate is subject to change without prior notice. Drying of clothes and bed linen within the apartment is strictly prohibited. Non-compliance may result in penalties as outlined in this agreement.

25. Cleaning Responsibilities



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1. It is the sole responsibility of each resident to maintain a tidy and clean living environment within their APARTMENT. The following cleaning tasks must be carried out regularly:

- a. Washing and putting away cutlery, crockery, and pots after use.
- b. Wiping down the kitchen bench with detergent after use.
- c. Regularly sweeping or vacuuming the kitchen floor, dining area, and bedrooms.
- d. Wiping down the bathroom basin with detergent after use.
- e. Regularly washing and drying bed linen in the provided washing machine.
- f. Utilizing toilet brushes to scrub the toilet regularly.
- g. Cleaning the shower after use.

2. Failure to maintain cleanliness may result in a penalty of \$100 if the bedroom and bathroom are deemed unsanitary.

3. Any spillages on the carpet caused by the residents will result in the loss of the bond or a \$100 penalty.

4. Stains on mattress protectors must be professionally dry-cleaned at the expense of the resident. The cost of dry-cleaning will be deducted from the resident's bond.

26. Termination of the Rental Agreement by Shafston

1. Shafston reserves the right to terminate the 'Contract of Stay' with any student at any time if the student is found to be in violation of the following:

- a. Failing to maintain a hygienically clean and well-cared-for room.
- b. Engaging in excessive noise that disrupts the peace and quiet of the building.
- c. Causing personal, emotional, or bodily harm to other students.
- d. Displaying rude, offensive, or unacceptable language or behaviour.
- e. Engaging in sexual misconduct or harassment.
- f. Exhibiting racial, religious, or sexual intolerance.
- g. Wilfully damaging the property of fellow roommates or the APARTMENT.
- h. Intentionally setting off fire alarms without cause.
- i. Tampering with equipment within the premises.
- j. Consuming excessive amounts of alcohol, leading to housekeeping issues or property damage, whether in public spaces or within the privacy of the room.
- k. Possessing firearms or fireworks.
- l. Utilizing the APARTMENT or common areas for illegal activities.
- m. Possessing, selling, or using illicit drugs. In such instances, the Police will be notified.

2. Violation of any of the above conditions may result in immediate termination of the 'Contract of Stay' by Shafston, and the student will be subjected to eviction. It should be noted that legal consequences may also be incurred by the student in the event of any of the aforementioned violations.

3. Shafston maintains a zero-tolerance policy regarding these behaviours to ensure the safety, well-being, and comfort of all residents.

27. Liability



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1. Shafston shall not be held liable for any personal injury sustained by a student as a result of their own actions or negligence.
2. Shafston shall not be held liable for any loss or damage to personal belongings of the students, including but not limited to theft, damage, or misplacement.
3. It is the responsibility of each student to exercise due care and take necessary precautions to ensure the safety of themselves and their personal belongings while residing in the APARTMENT.

28. Change of terms & conditions

1. The terms and conditions outlined in this agreement are accurate and valid at the time of printing. However, Shafston reserves the right to modify, add, or change these conditions as deemed necessary. Shafston aims to maintain transparency and provide notice of any changes to ensure a clear understanding of the rights and obligations of both the residents and Shafston.
2. In the event of any changes to the terms and conditions, reasonable notice will be provided to the residents, in accordance with the applicable laws and regulations.
3. It is the responsibility of the residents to stay informed about any updates or amendments to the terms and conditions. Any changes will take effect from the specified date of notification.
4. Continued occupancy of the APARTMENT following the notification of changes to the terms and conditions shall be deemed as acceptance of the revised terms.

Student Agreement

I, [Student's Full Name], hereby acknowledge and agree to abide by the "Terms and Conditions of Stay" as outlined by Shafston Apartment On Site – Unilodge during my residency.

I understand that Shafston reserves the right to deduct funds from my bond in accordance with the terms and conditions specified.

I am aware that any breach of the "Terms and Conditions of Stay" may result in eviction from my APARTMENT by Shafston.

By accepting the apartment key, I affirm my understanding and acceptance of these Terms & Conditions.

Student Signature: _____ Student Number: _____

Student's Full Name: _____ Check-in & Check-out Date: _____

_____ Apartment Unit & Bed No: _____ Student's

Email: _____

Signature of Witness: _____

Please ensure to return a copy of this Agreement to Shafston via email at admissions@shafston.edu.