



Background

- A. James Cook University has or is about to enter into a contract with the Resident for the provision of accommodation (with or without board) at one of the JCU Halls of Residence.
- B. James Cook University requires, as a condition to its entry into the Residential Agreement, that the person named and signing as guarantor below guarantees the performance by the Resident of his or her obligations under the Residential Agreement, and indemnifies James Cook University against any cost or expense, loss or damage which James Cook University may incur or suffer as a result of any breach by the Resident of the Residential Agreement.

Agreed Terms

1. The Guarantor guarantees to James Cook University (“JCU”) the performance by the Resident of all of his or her obligations under the Residential Agreement and if the Resident fails to perform his or her obligations under the Residential Agreement, the Guarantor must if required to do so by JCU complete the obligations of the Resident in accordance with the Residential Agreement.
2. The Guarantor indemnifies JCU and must keep JCU indemnified against any liability, cost, expense, loss, charge or damage which JCU incurs or suffers as a result of any breach by the Resident of any or all of his or her obligations under the Residential Agreement.
3. The Guarantor acknowledges having read and understood all of the terms and conditions of the Residential Agreement including, without limitation, the consequences of early termination of the Residential Agreement specified in clauses 12 and 13 of the standard terms and conditions (which may include ongoing payment of fees and charges until the end of the original term of the Residential Agreement).
4. Neither the guarantee nor the indemnity given under this Deed will be affected in any way by:
 - (a) any variation, modification, addition or alteration to the Residential Agreement whether with or without the consent of the Guarantor;
 - (b) any waiver, extension of time or other indulgence granted by JCU to the Resident;
 - (c) any failure by JCU to give notice of any breach by the Resident of the Residential Agreement;
 - (d) the whole or any part of the Residential Agreement becoming void, voidable or unenforceable for any reason, including the Resident being under the age of 18 years; or
 - (e) any release by JCU of any co-guarantor.
5. JCU is not required to seek performance of the obligations under the Residential Agreement by the Resident before seeking performance by the Guarantor.
6. The obligations imposed on the Guarantor by this Deed shall continue until all of the terms and conditions of the Residential Agreement have been complied with.
7. If the Guarantor comprises more than one person, the liability of those persons under this Deed is joint and several.
8. The Guarantor warrants that they are at least 18 years of age.

9. In this Deed:

- (a) **“Residential Agreement”** means the agreement between the Resident and James Cook University for the provision of accommodation (with or without board) at one of the JCU Halls of Residence. The agreement consists of:
- (i). the letter of offer sent to the Resident by JCU;
 - (ii). the standard terms and conditions which are available at <https://www.jcu.edu.au/jcu-halls/forms>;
 - (iii). the Fee Schedule which is available at <https://www.jcu.edu.au/jcu-halls/living-in-the-halls/money-matters>; and
 - (iv). any special conditions which are specifically agreed between JCU and the Resident.
- (b) **“Resident”** means the person named as Resident in the Schedule, who has received an offer from JCU for the provision of accommodation (with or without board) at one of the JCU Halls of Residence;
- (c) **“Guarantor”** means the person named as Guarantor in the Schedule. The Guarantor must be someone other than the Resident and must be 18 years of age or more.

Executed as a Deed

Signed, sealed and delivered by the Guarantor in the presence of the witness whose name appears below:

Full Name of Guarantor:

Signature of Guarantor:

Date of Signing:

Full Name of Witness:

Signature of Witness:

Date of Signing:

(the witness must witness the signing of this Deed by the Guarantor and must either know the Guarantor personally or be satisfied as to his or her identity. The witness must be someone other than the Resident, be unrelated to the Guarantor and must be at least 18 years of age).

Schedule

Full Name of Resident:

Full Name of Guarantor:

Contact Details of Guarantor:

Address:

Email:

Telephone:

Mobile: