
RESIDENTIAL AGREEMENT





JCU HALLS OF RESIDENCE

SUMMARY OF TERMS

1. This summary explains some of the important provisions of the Contract under which residents take up a room at the JCU Halls of Residence ("Halls"). The summary is for information purposes only. If there is any uncertainty, or if further detail is required, see the relevant part of the contract documents.
2. The Halls are owned by James Cook University ("JCU") and so the Contract for residence is an agreement with JCU.
3. The overall Contract between JCU and the resident is contained in several documents. They are the Offer of Accommodation which is issued to intending residents, the Residential Agreement, the Fee Schedule and any special conditions which are specifically agreed in writing with a resident [clause 21]. Intending residents should familiarise themselves with all of the above. Cross references in this summary which appear in square brackets [] are to the Residential Agreement unless otherwise specified.
4. A formal legal contract for residence at the Halls comes into existence when the resident confirms and accepts the offer of accommodation through the JCU Halls Portal.
5. Residents will be allocated a room to occupy, but JCU may change the room which is allocated to a resident [clause 2.3].
6. The Offer of Accommodation to intending residents will refer to a Fee Schedule which will set out the fees and charges which are payable. Residents are required to pay a Hall of Residence Entrance Fee, which is separate from JCU's general student enrolment fee. Some other residence fees may be refundable in some circumstances as set out below, but the Entrance Fee is not [clause 5.4].
7. A resident must remain enrolled as a full-time student at JCU unless the Manager approves otherwise, and must maintain minimum academic standards [clause 6].
8. Residents must comply with and are bound by the Resident Code of Conduct and the Disciplinary Procedures [clause 8].
9. JCU employs cleaners to clean rooms, but residents have some obligations in this area also [clause 9].
10. The Offer of Accommodation will refer to an expiry date. The resident must vacate the room on that date. The room must have been kept in the same condition it was in at the start of the resident's contract, fair wear and tear excepted.
11. Most letters of offer will refer to a "Cut-Off Date". If an offer of residence is accepted, but the resident then decides not to take up residence, he or she has the opportunity to terminate their residence contract on or before the cut-off date. In that case any fees paid (other than the Entrance Fee) will be refunded in full. The Entrance Fee is not refundable under any circumstances. Some letters of offer will not refer to a cut-off date because the offer is being made very shortly before the time when the residence is to start. In that case, the intending resident has only 24 hours within which to decide not to proceed [See clause 1 for definitions of "Cut-Off Date" and "Cooling Off Period"].
12. If a resident breaches a term of the contract, JCU may terminate the resident's contract and the student must leave the room [clause 13]. A resident may terminate the contract by notice in writing to JCU [clause 13]. If the contract is terminated under either provision, then the resident must pay the balance of Fees and Charges owing to the end of the original term of the contract or until JCU enters into a replacement contract with another resident.
13. Where a contract has been terminated, the resident must not enter any part of any JCU Hall of Residence without the approval of the Manager [clause 13.5].
14. Unless otherwise agreed a guarantee is required for all residence contracts [clause 14]. The guarantee must be provided before a resident takes up occupation of the room. JCU is authorised to contact a guarantor to discuss any aspect of the residence contract.
15. The resident authorises JCU to provide emergency medical treatment and contact parents etc [clause 18] and to obtain academic results and enrolment status for limited purposes [clause 19].
16. JCU's authorised personnel are entitled to enter a resident's room or any other place under the control of a resident. Usually reasonable notice of the proposed entry is required, but, in some circumstances entry is permitted without notice. The authorised personnel may remove anything from the room or other place. The resident will be responsible for the costs of any such removal and storage of the item [clause 20].





JCU HALLS OF RESIDENCE RESIDENTIAL AGREEMENT

This Residential Agreement must be read in conjunction with the Offer of Accommodation, [Fee Schedule](#) and [Resident Code of Conduct](#).

1. Interpretation and Definitions

1.1 Interpretation

In the interpretation of this Residential Agreement:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) references to a person include a corporation, association, partnership, Government Authority, or any legal entity;
- (d) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders in council, rules, by-laws and ordinances made under those statutes;
- (e) headings and the table of contents (if any) are used for convenience only and are to be disregarded in interpretation;
- (f) where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning;
- (g) covenants by each party include an obligation to procure compliance by each of the parties' employees and all other persons under the control of that party;
- (h) where a party consists of more than one person the covenants on the part the party bind each two or more persons jointly and each person severally. The release of one of the persons from an obligation does not release any other person who may be jointly liable;
- (i) any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- (j) where under this Residential Agreement the day on or by which any act or thing is to be done is not a Business Day that act or thing must be done on the next Business Day following the due day;
- (k) all annexures, schedules and other attachments (if any) form part of this Residential Agreement;
- (l) references to "writing" include all means of reproducing words in a tangible, permanently visible form in the English language;
- (m) a reference to anything after the words "includes" or "including" does not limit what else might be included.

1.2 Definitions

"Academic Results" means, with respect to the Resident's course(s) of study at JCU, the grades awarded for coursework subjects;

"Agreed Rate" means the rate of 1% per month simple interest;

"Allocated Room" means the room at the Hall allocated by JCU for use and occupation by the Resident, and includes any new room allocated under clause 2.3;

"Business Day" means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

"Casual Resident" means a person offered short term accommodation by JCU;

"Commencement Date" means the date on which the Resident's accommodation at the Hall commences as specified in the Offer of Accommodation, and if no date is so specified, means the date when the Resident first uses or occupies the Allocated Room;

"Contract" means the agreement between JCU and the Resident, comprised of the contract documents as specified under clause 21;

"Cooling Off Period" means the period commencing on the date of acceptance of the Offer of Accommodation by the Resident and ending on:

- (a) the Cut-Off Date stated in the Offer of Accommodation; or
- (b) if there is no Cut-Off Date stated in the Offer of Accommodation, the date which is 24 hours after the date of acceptance of the Offer of Accommodation by the Resident.

"Cut-Off Date" means the date designated as such in the Offer of Accommodation;

"Disciplinary Procedures" means the written procedures published online by JCU (as amended from time to time and notified to the Resident) under which a resident may be disciplined for misconduct and breach of the Resident Code of Conduct, whether or not described as Disciplinary Procedures;

"Enrolment Status" means the status which indicates the Resident's study load (either full time or part time) as determined by JCU based on the credit points assigned to each subject in which the Resident is enrolled for one teaching period;

"Entrance Fee" means that amount designated as the Entrance Fee in the Fee Schedule;

"Expiry Date" means the last day of the period of residence specified in the Offer of Accommodation, or any earlier date upon which JCU or the Resident lawfully terminates the Contract;

"Extenuating Circumstances" means circumstances which are outside the Resident's control and which render the Resident as unfit to continue in their course of study at JCU, including but not limited to ill health, bereavement or trauma;

"Fee Schedule" means the schedule of fees and other charges payable by residents of the JCU Halls of Residence from time to time published by JCU;

"Fees and Charges" means the fees and charges payable by the Resident to JCU as set out in the Fee Schedule or this Residential Agreement. The expression includes all monies payable by way of any room, board, electricity and facility charges, interest and Entrance Fee;

"Full Board" means the provision of the right to use and occupy a room in accordance with this Residential Agreement and the provision of 3 meals per day, 7 days per week;

"Guarantee" means the Deed of Guarantee and Indemnity referred to in clause 14;

"Guest" means a person taken to be a casual visitor or guest under the Resident Code of Conduct;

"Hall" means the hall of the JCU Halls of Residence at which the Allocated Room is situated;

"JCU" means James Cook University;

"Manager" means the person from time to time appointed to the position of manager of the JCU Halls of Residence by JCU or otherwise carrying out the duties attaching to that position;

"Minimum Academic Standards" means the requirements for satisfactory academic progress of coursework students as stipulated in the Academic Progression Policy published by JCU from time to time;

"Offer of Accommodation" means the statement offering the Resident accommodation at JCU, issued on behalf of JCU to the Resident via the JCU Halls of Residence online portal;

"Replacement Contract" means, if this Contract is terminated by either party under clause 13, the next contract entered into between JCU and a third party with respect to a room at one of the JCU Halls of Residence after JCU has entered into contracts with respect to all vacant rooms at the various JCU Halls of Residence which:

- (a) were vacant as at the date this Contract was terminated; or
- (b) became vacant after the date this Contract was terminated but only as a result of the expiry of the term of the residency contract for that room.

"Resident" means the person named in the Offer of Accommodation;

"Resident Code of Conduct" means all of the obligations of, and restrictions on, residents of the JCU Halls of Residence published online by JCU (as amended from time to time and notified to the Resident), whether or not described as a Resident Code of Conduct;

"Residential Agreement" means the terms and conditions contained in this document;

"Self Catering" means the provision of the right to use and occupy a room in accordance with this Residential Agreement and without the provision of meals;

"Term" means the period from the Commencement Date until the Expiry Date.

2. Right Of Residence

- 2.1 Subject to the other conditions in the Contract, the Resident has the right to use and occupy the Allocated Room for the purpose of residential accommodation for the Term.
- 2.2
 - (a) If the Offer of Accommodation states that the room to be provided to the Resident includes Full Board, then JCU must provide Full Board for the Resident.
 - (b) If the Offer of Accommodation states that the room to be provided to the Resident is Self Catering, the Allocated Room provided to the Resident will be a Self Catering room.
- 2.3
 - (a) JCU may from time to time, in its absolute discretion, determine that a different room at the Hall or at a different Hall of Residence be allocated to the Resident, and if so that different room becomes the Allocated Room for the purposes of the Contract and the Contract will be automatically varied as necessary.

- (b) (i) Without limiting clause 2.3(a), the Resident may, at any time during the Term and subject to the payment of any applicable administration fee, make written application to JCU requesting to be relocated to a different room at the Hall or at a different Hall of Residence.
 - (ii) JCU has no obligation to agree to the requested relocation.
 - (iii) If JCU agrees to the requested relocation, the parties agree that, from the date of collection by the Resident of the keys for the different room, this Contract will be varied so that:
 - (A) the different room becomes the Allocated Room; and
 - (B) the fees and charges payable for the different room become the Fees and Charges payable by the Resident under this Contract.
 - (iv) If JCU agrees to the requested relocation, the Resident must relocate to the new Allocated Room on the date notified by JCU to the Resident in writing.
- 2.4 The Right of Residence may not be transferred to a third party and the Allocated Room must not be sublet other than to a Casual Resident where approved by JCU.
- 2.5 For the purposes of the Contract, the Resident is taken to be in occupation of the Allocated Room until the Allocated Room is completely emptied of all non-inventory items and the Resident returns the key to the Allocated Room to the Hall Office or to the Key Return Box.
- 2.6 The Resident acknowledges and agrees that:
- (a) JCU will employ cleaners to clean the Allocated Room on a regular basis; and
 - (b) the cleaners may enter the Allocated Room without giving notice to, or obtaining consent from, the Resident for the purposes of cleaning.

3. Self Catering

- 3.1 The Resident must not use any self catering kitchen in the Hall of Residence for any purpose unless the Offer of Accommodation specifies that the Allocated Room is Self Catering.
- 3.2 If the Offer of Accommodation specifies that the Allocated Room is Self Catering, the Resident may use the allocated kitchen in the Hall of Residence in accordance with the rules and regulations for use set out in the Resident Code of Conduct.
- 3.3 If the Allocated Room is Self Catering then any meals taken in the dining room at any of the Halls of Residence by the Resident and any Guest of the Resident must be authorised and will be charged to the Resident.

4. No Assignment

The Resident must not:

- (a) assign the Resident's rights or obligations under the Contract; or
- (b) permit any other person to use or occupy the Allocated Room other than as a Guest or Casual Resident.

5. Fees and Charges

- 5.1 The Resident must pay the Fees and Charges in the amount and at the times set out in the Fee Schedule or this Residential Agreement.
- 5.2 If the Fee Schedule does not refer to a time for payment for any Fees and Charges, then those Fees and Charges are payable upon demand.
- 5.3 If demanded by JCU, the Resident must pay interest on all overdue monies payable under the Contract at the Agreed Rate. Such interest is calculated on monthly balances and is payable upon demand.
- 5.4 The Entrance Fee is payable by the Resident to JCU upon acceptance of the Offer of Accommodation. The Entrance Fee is intended to cover JCU's costs of processing the Resident's application for accommodation and acceptance of the Offer of Accommodation and is not refundable under any circumstances.
- 5.5 The Resident acknowledges that failure to pay Fees and Charges may result in termination of the Contract by JCU under clause 13.

6. Academic Requirements

- 6.1 Unless the Manager determines otherwise, the Resident must be and remain enrolled as a full-time student at JCU at all times during the Term.
- 6.2 The Manager may impose conditions upon and/or revoke a determination under clause 6.1 at any time.
- 6.3 Subject to clause 6.4, unless the Manager determines otherwise, the Resident must attain Minimum Academic Standards during the Term.
- 6.4 Clause 6.3 does not apply if the Resident is a postgraduate research student.
- 6.5 The Manager may impose conditions upon and/or revoke a determination under clause 6.3 at any time.

- 6.6 JCU is authorised to withhold the Resident's Academic Results until payment of all outstanding Fees and Charges. The Resident acknowledges that JCU policy may not permit students to re-enrol unless all outstanding Fees and Charges have been paid.

7. Prohibition on Animals

The Resident must not keep animals or insects in the Allocated Room or anywhere on the Hall's premises.

8. Resident Code of Conduct and Disciplinary Procedures

- 8.1 The Resident, by entering into the Contract, agrees to be bound by and to comply with the Resident Code of Conduct and the Disciplinary Procedures.
- 8.2 The Resident acknowledges that a serious breach by the Resident of the Resident Code of Conduct (as defined in the Resident Code of Conduct) may result in:
- (a) the immediate removal of the Resident from JCU Halls of Residence; and/or
 - (b) the termination of the Resident's residency in the JCU Halls of Residence.

9. Cleaning

- 9.1 The Resident must not permit any accumulation in the Allocated Room of waste materials, food scraps or anything else that might attract vermin or cause a health or fire hazard.
- 9.2 The Resident must not unreasonably prevent or interfere with access to the Allocated Room for cleaning by the cleaners engaged by JCU for that purpose.

10. GST

- 10.1 This clause applies if, during the Term either:
- (a) the rate of GST payable by JCU on any supply to the Resident under the Contract increases during the Term; or
 - (b) GST is or becomes payable on some part of any supply to the Resident under the Contract under circumstances where JCU has not previously paid GST in respect of that part of the supply.
- 10.2 The Resident must, if requested by JCU, pay to JCU the amount of any GST payable by JCU under clause 10.1(b) or additional GST payable by JCU under clause 10.1(a).

11. Expiry

The Resident must on the Expiry Date vacate the Allocated Room and deliver it up to JCU in at least the condition it was in at the Commencement Date, fair wear and tear excepted.

12. Termination On or Before Cut-Off Date

- 12.1 Subject to clause 12.2, the Resident may terminate the Contract by giving notice in writing to JCU ("Clause 12 Termination Notice") before the end of the Cooling Off Period. The Clause 12 Termination Notice must state that the Contract is being terminated under clause 12 of the Residential Agreement.
- 12.2 The Resident may not terminate the Contract in accordance with clause 12.1 if the Resident is in breach of the Contract at the time of giving the Clause 12 Termination Notice.
- 12.3 Termination under this clause 12 takes effect from the date of receipt by JCU of the Clause 12 Termination Notice.
- 12.4 If the Resident terminates the Contract under this clause 12, the Resident is not entitled to any refund of the Entrance Fee.
- 12.5 (a) The Resident acknowledges that the Cooling Off Period may end after the Resident has (with JCU's consent) commenced occupation of the Allocated Room.
- (b) Termination of the Contract pursuant to this clause 12 does not affect any liability of the Resident arising before the date of termination.

13. Termination

- 13.1 JCU may immediately terminate the Contract by notice in writing to the Resident if:
- (a) the Resident's residency in the JCU Halls of Residence is terminated under the Disciplinary Procedures;
 - (b) the Resident commits a breach of the Contract which is not capable of remedy; or
 - (c) the Resident commits a breach of the Contract which is capable of remedy and the breach continues seven days after service of notice by JCU requiring it to be remedied.
- 13.2 The Resident may terminate this Contract by notice in writing to JCU.
- 13.3 If the Contract is terminated under this clause 13, the Resident must pay to JCU the Fees and Charges in accordance with clause 5 until the earlier of:
- (a) the last day of the period of residence specified in the Offer of Accommodation; or
 - (b) the date on which JCU enters into a Replacement Contract with another resident.

- 13.4 If the Contract has been terminated under this clause 13, the Resident may submit a written request to the Manager for an exemption or partial exemption from on-going payment of the Fees and Charges in accordance with clause 13.3;
- (a) The request for exemption must provide evidence of Extenuating Circumstances which necessitate the early termination of this Contract.
 - (b) The request for exemption must be made in writing to the Manager within 7 days of formal notification of Contract termination.
 - (c) The Manager may at his or her discretion approve or reject any such request. A request may be approved subject to conditions imposed by the Manager.
- 13.5
- (a) If the Contract has been terminated under this clause 13, the Resident must not at any time re-enter or be upon any part of any JCU Hall of Residence without the prior consent of the Manager.
 - (b) The Manager may give consent subject to conditions. The Resident must comply with any conditions.
 - (c) This clause 13.5 survives termination of the Contract.
- 13.6
- (a) Termination of the Contract does not affect any rights or liabilities of the parties arising before the date of termination.
 - (b) This clause 13.6 does not limit or otherwise affect claims by JCU for loss suffered by JCU, including for any damage to the Allocated Room or other parts of the Hall.

14. Guarantee

- 14.1 Unless JCU agrees otherwise in writing:
- (a) the Resident must procure the execution of the Guarantee by a person or persons approved by JCU and its delivery to JCU prior to the Commencement Date; and
 - (b) despite clause 2.1, the Resident does not have the right to use and occupy the Allocated Room until the properly executed Guarantee has been delivered to JCU.
- 14.2 The Resident consents to JCU and any person authorised by JCU from time to time making contact with any person who is a party to the Guarantee for the purpose of discussing the Contract and any aspect of it (including any breach of the Contract) with those persons.
- 14.3 Clause 14.2 does not oblige JCU to make contact with any such person.

15. Authority

Any consent, approval, request or notice to be given by JCU under the Contract may be made or given by the Manager or by another person authorised by JCU or the Manager to do so.

16. Holding Over

- 16.1 This clause 16 applies if the Resident:
- (a) first uses or occupies the Allocated Room prior to the Commencement Date with the consent of JCU; or
 - (b) continues to use or occupy the Allocated Room after the Expiry Date with the consent of JCU, (collectively the "Holding Over Periods").
- 16.2 If the Resident occupies the Allocated Room during the Holding Over Periods, then, subject to clause 16.3, the conditions of the Contract continue to apply during the Holding Over Periods.
- 16.3
- (a) During the Holding Over Periods, JCU may:
 - (a) cease to provide Full Board to the Resident;
 - (b) reduce the housekeeping at the Hall; and
 - (c) reduce office hours for the Hall.
 - (b) During the Holding Over Periods, JCU may terminate the Contract at any time by notice in writing to the Resident.

17. Medical Disclosure

- 17.1 The Resident warrants that he or she:
- (a) has disclosed to JCU all previous and current medical conditions, disabilities, dietary requirements, and/or any special needs that the Resident will require during his or her day to day living, prior to and including the date of this Contract; and
 - (b) will disclose to JCU all medical conditions, disabilities, dietary requirements and any special needs that arise, are contracted or inflicted, or are likely to develop, by the Resident during the Term of this Contract.

18. Medical Treatment

- 18.1 This clause applies if the Resident, in the reasonable opinion of JCU, needs medical, nursing, or other treatment or services for any illness or bodily injury (including blood transfusions) ("Treatment").

- 18.2 If, in the reasonable opinion of JCU, it is not possible for the Resident to give his or her consent to Treatment at the time at which Treatment is required, then the Resident, by entering into the Contract:
- (a) authorises JCU to provide Treatment or to engage any persons to do so;
 - (b) consents in advance to Treatment; and
 - (c) agrees to reimburse JCU for any expenses reasonably incurred by JCU in providing or arranging Treatment.
- 18.3 The Resident consents to JCU making contact with any person who is a parent or guardian of the Resident or who, in the reasonable opinion of JCU, otherwise has a reasonable personal interest in the welfare of the Resident and:
- (a) notifying that person of the opinion formed by JCU; and
 - (b) giving that person details, to the extent that they are known to JCU, of the Resident's need for Treatment, or of the Treatment being arranged or delivered, as the case may be.

19. Academic Results and Enrolment Status

- 19.1 The Resident authorises JCU to disclose the Resident's Academic Results and Enrolment Status to the Manager and/or other authorised staff members having a bona fide interest in the purpose(s) set out at clause 19.2(a).
- 19.2 The Academic Results and Enrolment Status:
- (a) must not be used by the Manager or other authorised staff member for any purpose other than:
 - (i) for ensuring that the Resident is meeting the academic requirements specified in clause 6;
 - (ii) for considering the provision of assistance to, or the pastoral care of the Resident; or
 - (iii) for considering an application by the Resident for readmission to a JCU Hall of Residence; and
 - (b) must not be disclosed by the Manager or other authorised staff member to any other person or entity without the prior written consent of the Resident.

20. Entry to Allocated Room

- 20.1 Subject to clause 20.2, a person authorised by JCU ("Authorised Person") may enter the Allocated Room at any time for any purpose upon giving reasonable notice.
- 20.2 An Authorised Person may enter the Allocated Room or any other place under the control of the Resident without any notice, using force if necessary, and breaking any lock or similar device necessary in order to do so if:
- (a) in the reasonable opinion of the Authorised Person the health, safety or welfare of the Resident or of another student of JCU requires it; or
 - (b) in the reasonable opinion of the Authorised Person there is a risk of imminent or further damage to the property of JCU or of the Resident;
 - (c) the Authorised Person has a reasonable suspicion that a breach of clause 8 of the Residential Agreement has or is likely to take place; or
 - (d) the Authorised Person has a reasonable suspicion that a criminal offence has been or is in the course of being committed.
- 20.3 After entering the Allocated Room or other place under the control of the Resident, the Authorised Person may:
- (a) remove any person, animal or thing;
 - (b) allow any person who the Authorised Person believes to have a legitimate interest in:
 - (i) the health or safety of the Resident;
 - (ii) the health or safety of the animal; or
 - (iii) the security of any place or thing,access to the Allocated Room or other place under the control of the Resident and allow that person to take away any person, animal or thing.
- 20.4 JCU may take steps to notify the person believed to be the owner or person responsible for any animal or thing removed of its location.
- 20.5
- (a) Any animal or thing removed is removed and, if stored by JCU, stored at the Resident's risk.
 - (b) The Resident must reimburse JCU for all costs associated with the removal and storage of the animal or thing.
 - (c) JCU may, at its discretion:
 - (i) deliver the animal or thing removed by the Authorised Person to the police or any other competent authority without notice to the Resident or owner;
 - (ii) dispose of, or destroy, the animal or thing upon giving notice to the Resident; and
 - (iii) exercise a lien over the animal or thing with respect to the costs referred to in clause 20.5(b).

- 20.6 The Resident releases JCU from and indemnifies JCU against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against JCU in any manner which may arise out of or in connection with the exercise by JCU of the powers in this clause 20.

21. Contract Documents

- 21.1 The following documents comprise the Contract between the Resident and JCU:
- (a) any special conditions agreed in writing between JCU and the Resident;
 - (b) the Offer of Accommodation;
 - (c) this Residential Agreement; and
 - (d) the Fee Schedule.
- 21.2 In the event of any inconsistency between any of the documents which comprise the Contract, the order of priority set out in clause 21.1 applies (first takes precedence) but only to the extent of the inconsistency.

22. Miscellaneous

22.1 Notice to Resident

- (a) Any notice, request, consent or other communication in connection with the Contract ("Notice") may, in addition to any other method of service authorised by law be served upon the Resident:
 - (i) prior to the Expiry Date, by being delivered to and left at the Allocated Room; and/or
 - (ii) at any time, by being electronically mailed to the Resident at the email address assigned to the Resident by JCU; and/or
 - (iii) at any time, by being posted to the Resident at the address given as the Resident's address in the application for accommodation.
- (b) If electronically mailed, the Notice is taken to be received on the first Business Day after sending.
- (c) If posted, the Notice is taken to be received on the second Business Day after posting if to an address within Australia and on the seventh Business Day after posting otherwise.

22.2 Mailing List Subscription

- (a) The Resident agrees to have their JCU student email address subscribed to the mailing list of the allocated Hall, for the duration of the Term, for the sole purpose of communicating subject matter relevant to:
 - (i) the Resident's well-being; and/or
 - (ii) accommodation or other services or facilities provided by JCU; and/or
 - (iii) that which is considered newsworthy and relevant to the majority of the student group at the allocated Hall.
- (b) JCU will comply with its obligations under privacy legislation when dealing with the Resident's personal information.

22.3 Waiver

- (a) No failure, delay, relaxation or indulgence by a party in exercising any right arising under the Contract and no custom or practice that exists between the parties operates as a waiver of that right.
- (b) If any rights arise from a breach by a party and these rights are waived, this waiver does not operate as a waiver of rights which arise from any later continuation of that breach or any further breach of the same or any other term.
- (c) This clause 22.3 cannot be waived except in writing.

22.4 Entire Contract and Variations

- (a) The Contract constitutes the entire agreement between the parties, and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, with respect to the subject matter.
- (b) No agreement or understanding varying, extinguishing or extending the Contract is legally binding unless it is in writing signed by each party or on behalf of a party by a duly authorised representative.

22.5 Privacy

The Resident acknowledges and agrees that JCU collects the Resident's personal information for the purpose of carrying out its functions under the James Cook University Act 1997 and in accordance with JCU's Information Privacy Policy available at <https://www.jcu.edu.au/policy/corporate-governance/information-privacy-policy>

22.6 Proper Law

- (a) The Contract is governed by the Laws of Queensland.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and the courts of appeal therefrom.

22.7 Discontinuance of Bodies or Associations

- (a) This clause applies to any references to any authority, institute, association or body whether statutory or otherwise ("a Body") if:
- (i) the Body ceases to exist;
 - (ii) the Body is reconstituted, renamed or replaced; or
 - (iii) its powers or functions are transferred to another organisation.
- (b) A reference to the Body is taken to include a reference to the organisation established or constituted in lieu of it or to which its powers or functions are transferred, or, in the absence of either of the above, to the organisation which most closely serves the same purposes as the Body.

22.8 Non merger

None of the terms of the Contract nor any act, matter or thing done under the Contract operates as a merger of any of the rights and remedies of the parties under the Contract. Those rights and remedies continue in full force and effect until the rights and obligations of the parties under the Contract have been fully satisfied and performed.

22.9 Set-Off

The Resident authorises JCU to set-off any monies payable to JCU by the Resident on any account against any monies payable by JCU to the Resident on any account.

22.10 Severance

Any provision of the Contract which is illegal, void or unenforceable is ineffective to the extent only of such illegality, voidness or unenforceability without invalidating any of the remaining provisions of the Contract.

22.11 Costs

Each party will bear its own costs arising out of the negotiation, preparation and execution of the Contract.

22.12 Preservation of Rights

Termination of the Contract for any reason must not extinguish or otherwise affect any rights of either party against the other which:

- (a) accrued prior to the time of termination; or
- (b) otherwise relate to or may arise at any future time from any breach or non-observance of obligations under the Contract which arose prior to the time of termination.

23. Dispute Resolution

- 23.1 Subject to clause 23.3 the parties agree not to commence any legal proceedings in respect of any dispute arising under the Contract, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.
- 23.2 The parties agree that any dispute arising during the course of the Contract will be dealt with as follows:
- (a) the party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
 - (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
 - (c) the parties have ten (10) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
 - (d) if:
 - (i) there is no resolution of the dispute;
 - (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution with fifteen (15) Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the fifteen (15) Business Days,then, either party may commence legal proceedings.
- 23.3 This clause does not apply to circumstances where either party commences legal proceedings for urgent interlocutory relief.
- 23.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under the Contract.
- 23.5 The operation of this clause 23 survives the expiration or earlier termination of the Contract.