

# **House Rules**



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#### 1. Introduction

(a) Journal House Rules (House Rules) supplement the Residential Tenancy Agreement (Agreement) and provide guidance and additional detailed information on Journal's policy and procedures.

(b) All residents, their visitors and guests of Journal are required to comply with these House Rules.

(c) Failure to comply with these House Rules or any variation to them will constitute a failure to comply with provisions of the Agreement and may lead to: disciplinary actions, written warnings, formal breaches, termination or eviction.

(d) Any changes to the House Rules will be communicated to existing residents on the portal and such changes shall be applicable within 7 days of communication.

# 2. Definitions & Interpretation

The following definitions apply in these House Rules:

- (a) The terms "we", "us", "our" and "Journal" refer to Journal Student Living Pty Ltd (ACN 615 183 474) and its associated entities including the Journal Student Accommodation Fund;
- (b) "facility" means the Journal facility at which you are a resident:
- (c) "Onsite Support Team" includes the Facility General Manager; the Student Life team; the reception, administrative and customer service team; all of whom provide, as is applicable given the circumstances, day to day support and services to residents at the facility;
- (d) "resident", "residents", "you" or "your" means a tenant residing at a Journal facility; and
- (e) Unless the context indicates otherwise and as is applicable, terms defined in the Agreement shall have the same meaning in these House Rules.

# 3. Journal's Community Values

At all times, you must respect and act in a manner consistent with Journal RESPECTFUL values being:

**Responsive:** We are innovative and responsive to the

needs of individuals and cohorts, while being inclusive and considerate

of differences.

**Enriching:** We are committed to an environment

of collaboration, information sharing and knowledge transfer to enhance our student experience.

Safe and Secure: We ensure residents living with us

have a holistically secure and safe living

environment.

**Proactive:** We proactively encourage personal

accountability and the development of resilience to enhance personal

development and growth.

**Encouraging:** We encourage health and wellbeing

and academic excellence and welcome the exploration of new interests and

talents

**Connected:** We connect to our local neighbourhood

by supporting the activities of altruistic minded and engaged

students, and encourage contributions

to our community.

**Tolerant:** We nurture tolerance by encouraging

empathy, cultural sensitivity and an awareness of difference and diversity.

**Focused:** We are committed to fostering a

sense of belonging and we are

purposeful in nurturing an outstanding

student experience.

**Understanding:** We are compassionate, empathetic

and considerate of the needs of our diverse residential community.

**Lively:** We are energetic, dynamic and

enthusiastic, always striving to create a

vibrant, thriving community.

# 4. Induction Expectations

- (a) Journal requires residents to complete, as directed, compulsory inductions, orientation sessions and/or training.
- (b) Compulsory inductions, orientation sessions and/or training will include but are not limited to: orientation of the building, gym induction, evacuation procedures, specific health, wellbeing and safety training, including the instructional video My Tips

Journal expects each resident to make every effort to complete these requirements to ensure the key requirements of health, wellbeing and safety are understood

# 5. Under 18 Residents

Residents under the age of 18 years **(U18)** must sign a separate U18 agreement that outlines clear requirements for any U18 resident living at a Journal facility. The U18 agreement has strict rules in place that include a set curfew for entry and exit of the building as agreed with your guardian. Breaches of any U18 agreement will be reported to your guardian and disciplinary actions may be taken.

## 6. Onsite Support Team

#### 6.1 Student Support

- (a) Our Onsite Support Team operates 24 hours a day, 7 days a week (24/7).
- (b) Our Onsite Support Team assists in creating a positive living away from home and learning experience. They can also refer you to services at your university. Please don't hesitate to seek their guidance at any time.

#### 6.2 The Journal Student Experience Framework

Our Onsite Support Team organise a diverse and exciting range of activities and events as part of the following Journal Student Experience Pillars:

- · Wellbeing and Health;
- Academic Excellence;
- Social Community;
- Culture and the Arts; and
- · Leadership and Employment.

Find out what's on at your facility by viewing the event schedule in your facility calendar on the Journal app or portal.



# 7. Academic Status and Progress

- (a) Only full-time students are eligible to reside at Journal facilities. If a resident's enrolment status changes from full-time to part-time the resident must let the Onsite Support Team know within two business days of submitting an enrolment variation. The Facility General Manager may revoke a resident's Agreement based on the residents changed study status, however residency for students with a part-time study load may be approved in some circumstances.
- (b) Our residents' academic progress is important to us. Journal may enquire as to a resident's academic results or standing for the purpose of academic assistance, residential awards and leadership positions.
- (c) Our Onsite Support Team will seek to engage with you to assess and recommend any study-support assistance.

#### 8. Activities and Events

- (a) All events and activities organised by residents must abide by and adhere to the following guidelines:
  - · the event host is a current Journal resident;
  - alcohol is not provided at any sanctioned event or activity;
  - alcohol is not to be consumed at any event or activity unless approved in writing by the Onsite Support Team: and
  - alcohol is not to be used as a drawcard for activities or events.
- (b) All parties, events and/or functions with more than eight people present must have prior written approval from the Onsite Support Team which can be obtained by submitting an Event/Function Request form via reception.
- (c) Events or activities that do not meet these requirements will not be permitted.
- (d) Disciplinary action may apply if you engage in unapproved or unsanctioned events or activities within the facility.

# 9. Rules Applying to Behaviour

- (a) You are to respect the rights of all residents, facility contractors and the Onsite Support Team.
- (b) You are required to abide by the following rules regarding behaviour and comply with Onsite Support Team directions at all times.
- (c) These rules operate in conjunction with your university regulations and statutes (in particular, the student general misconduct procedures at each institution), as well as all state and federal laws.

#### 9.1 Noise and Compulsory Quiet Times

- (a) For the benefit of all, a noise curfew applies to all residents between the hours of 11:00pm-9:00am every night. It does not restrict when to use facilities, it simply guides how to use facilities.
- (b) You are not permitted to play loud musical instruments, stereos, sound systems or televisions so as to cause disturbance.
- (c) Mixing decks and DJ are not permitted in the facility without the prior written approval of the Onsite Support Team
- (d) It is the responsibility of all residents, jointly and individually, to respect the noise curfew to maintain an atmosphere conducive to study and rest and to and make others aware if noise levels are too high.
- (e) Doors to external communal spaces are to be kept closed 11.00pm-9.00am in respect to other residents and our neighbours.
- (f) During study periods additional noise curfew restrictions may be applied which will be advised accordingly.

#### 9.2 Dangerous/Illegal Activity

Residents are not permitted to engage in dangerous or reckless behaviour that may cause harm to themselves or others or damage the facility.

#### 9.3 Antisocial Behaviour

- (a) Antisocial behaviour that disturbs, annoys or interferes with a person's ability to go about their business; is deemed to be threatening or abusive, or by virtue of its intensity and/or repetitiveness compromises the health, safety and wellbeing of other residents, facility contractors or the Onsite Support Team will not be tolerated.
- (b) You must not make an audio or video recording of private/non-public conversations or meetings without the knowledge and prior consent of all participants being recorded.



#### 9.4 Hazing, Bullying, Discrimination and Harassment

Journal does not tolerate any form of hazing, bullying, discrimination or harassment based on race, sex, sexual orientation, gender identity, relationship status, age, disability, political belief and/or religious belief.

- (a) Examples of such behaviour are:
  - Hazing: harassment, abuse or humiliation as a way of initiating a person into a group.
  - 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 offence.
  - Bullying: unreasonable behaviour directed towards an individual or a group of individuals. Bullying includes verbal abuse, yelling, screaming, offensive language, online bullying or physical abuse. Practices that threaten, humiliate, intimidate or abuse also constitute bullying.
  - Cyber Bullying: bullying that occurs through the use of technology such as internet, mobile devices or cameras.
  - Discrimination: less favourable treatment of a person or group on the basis of their background or personal characteristics rather than individual merits.
- (b) Any unwelcome communication or conduct must be reported to the Onsite Support Team.

#### 9.5 Drugs, Alcohol and Gambling

#### 9.5.1 Smoking and Drugs

- (a) Smoking and drug related activities are strictly prohibited in the facility including any external areas surrounding the facility marked as "No Smoking" areas. It is a breach of the House Rules to smoke in a "No Smoking" area.
- (b) Where there is reasonable evidence that a resident has been smoking in the facility or in a "No Smoking" area, the resident shall be liable for the costs of returning the affected area to a satisfactory condition, as determined by Journal acting reasonably.
- (c) Residents, visitors and guests are not permitted to be in a facility under the influence of illicit drugs.
- (d) The use, possession of or dealing in illicit or nonprescribed drugs is strictly prohibited.

#### 9.5.2 Alcohol

- (a) Except for U18 residents, alcohol may be possessed and consumed responsibly in the facility.
- (b) In order to ensure the safe and responsible consumption of alcohol, please abide by the following rules:
  - all events and activities must be approved by the Onsite Support Team;
  - all games and activities centred around/or encouraging the consumption of alcohol are prohibited at all times;

- alcohol containers/collections that promote irresponsible drinking/binge-drinking (such as but not limited to kegs, beer balls, funnels, beer bongs, punch buckets, shot glasses) are not permitted in the facility. Such items may be confiscated and destroyed; and
- consumption of alcohol to a level that requires medical assistance (e.g. ambulance, hospitalisation), police or security or the intervention of the Onsite Support Team or fellow resident/s, will require you to meet with a member of the Onsite Support Team to discuss the incident.
- (c) Journal takes a proactive approach to reducing alcohol-related incidents and promoting responsible drinking through involvement in the <u>UniCAN Alcohol Accreditation Program</u> (the Program), an initiative of ADES Australia (the Alcohol and Drug Education Specialists) and the APSAA (Asia-Pacific Student Accommodation Association). The Program aims to shift student attitudes towards alcohol consumption through education and awareness programs, organisation of alcohol-free events and activities, access to support services and specialist training.

#### 9.5.3 Gambling

Organising, managing or undertaking gambling activities is strictly prohibited in the facility

#### 9.5.4 Firearms and Fireworks

- (a) It is strictly forbidden to possess, handle, display or store firearms, replica firearms, dangerousweapons, explosive or combustible materials in the facility.
- (b) It is not permitted to activate or store fireworks orany other flammable or explosive devices in the facility.
- (c) Journal reserves the right to involve police if it reasonably believes there is a breach of this Rule.



# 10. Safety and Security

#### 10.1 Fire Alarms

- (a) If your actions cause a fire alarm to be raised, the cost of the fire brigade call-out or any other charge associated with the triggered alarm will be charged in full to your account and will be payable within 7 days of a written request from Journal.
- (b) If no individual can be identified, the Onsite Support Team reserves the right to divide the cost between all residents of the apartment or attendees to an event.
- (c) False alarms can be easily avoided by taking simple and sensible precautions. False alarms waste the time of the fire-services and may also endanger lives. Hence, any resident found activating the fire-alarm system maliciously or unnecessarily will be liable for expulsion.
- (d) Interfering with fire-prevention or fire-safety equipment may also be a criminal offence and Journal's management may refer such activities to the police.
- (e) Should you discover a fire, your first priority is to sound the alarm and evacuate the building. Do not attempt to tackle the fire.
- (f) Care must be taken when you are cooking, to prevent fire alarms:
  - stay in your studio or apartment (as applicable) when using any cooking device;
  - remove food from a cooking device after it has been switched off; and
  - while cooking your food, please keep your studio or apartment door closed and the exhaust fan or rangehood on full power.
- (g) Fire extinguishers and fire blankets are available at various points throughout the building. Please familiarise yourself with these on arrival.

#### 10.2 Evacuation

Journal buildings are equipped with a sophisticated firedetection system that will be activated if extreme heat or smoke is detected.

- (a) You must familiarise yourself with the evacuation procedures and if there is an emergency and the alarm is not sounding, activate a break glass alarm and advise the Onsite Support Team.
- (b) If the fire alarm sounds while you are in the building follow any directions from the Onsite Support Team and the evacuation procedures:
  - evacuate the building in an orderly manner via the nearest escape route without delay;
  - · walk, do not run;
  - follow the green emergency exit signs placed in the corridors and building common areas that mark out the evacuation route;
  - · do not use elevators;
  - once you have left the building head straight to the designated fire assembly points and wait for further instruction;
  - do not leave the area without informing emergency personnel; and
  - do not re-enter the building without prior permission from the Onsite Support Team or fire-brigade officers.

- (c) The fire alarm is tested regularly. The test can be recognised as a short 5–10 second burst of the fire alarm sirens. A full fire drill will be held periodically and will not be announced in advance. We require all residents to cooperate during the exercise.
- (d) Fire doors must be closed and corridors kept free from clutter at all times as this will aid your escape should an evacuation be required.

#### 10.3 General Safety

- (a) You are not permitted to engage in any activity that endangers your own health, safety or hygiene and that of others.
- (b) You are not permitted to sit on windowsills, hang out of windows and hang off balconies.
- (c) You are not permitted to take or use glass outside of your premises and apartment (as is applicable).
- (d) No resident should cause any item or liquid to be thrown from any balcony or window that could cause harm or distress to those below. It is forbidden to dispose of rubbish through windows, balconies or on common areas.
- (e) Doors are not permitted to be propped/chocked open as this may encourage unwanted intruders and will damage doors.
- (f) Cooking should only take place in kitchens, with either the exhaust fan on the range hood operating on full power.
- (g) You must stay in their studio or apartment (as applicable) when using any cooking device.
- (h) You are prohibited from having the following items in your premises, apartment (as is applicable) and building common areas and they may be confiscated by the Onsite Support Team:
  - candles, oil-burners, incense, sparklers or anything with a naked flame;
  - Deep fat fryers, crock pots and slow cookers
  - · additional furniture;
  - · surfboards; and
  - · wading pools/slippery slides.

#### 10.4 Personal Safety

The facility incorporates security measures to ensure your safety and that of your belongings. Please take the following additional precautions:

- (a) Only let people into the building that you know. Insist
  on seeing identification for any person you do not know
  who seeks access to your premises and/or apartment
  (as is applicable);
- (b) Always lock your premises and/or apartment door (asis applicable);
- (c) After a night out, arrange to go home with friends or in a taxi:
- (d) If you are a victim of a theft, notify an Onsite Support Team member. We also encourage you to make a police report so you can file an insurance claim if necessary; and
- (e) Do not leave messages on your door or voicemail indicating when you are out.



#### 10.5 Property Safety

- (a) Journal is not responsible for the supervision or security of your personal effects. You must report suspicious persons or behaviour to the Onsite Support Team.
- (b) Keep your premises and/or apartment (as is applicable) locked at all times, secure your personal possessions and keep windows fully closed when you are not in your premises and/or apartment (as is applicable) unless other residents are present in the apartment.
- (c) Do not store excess amounts of cash in your premises and/or apartment (as is applicable).
- (d) We recommend you take out personal contents insurance as you see appropriate keep lists of the make, model and serial numbers of valuable items to help police track them down if they are stolen.
- (e) Garments in laundry machines should not be left unattended. You are responsible for all personal belongings in the laundry room and anywhere else in the building.

#### 10.6 Keys and Security

- (a) Journal will issue Bluetooth Low Energy virtual keys ("BLE key") to you to access the facility, your premises and/or apartment (as is applicable) via the Journal app. A security passcode must be entered to access your mobile phone.
- (b) If you do not have a mobile phone that can support the Journal app, Journal will issue you with an access card.
- (c) If you lend your mobile phone to any other person you must delete or disenable the key app so that the BLE key cannot be used.
- (d) You must not lend your access card to any other person.
- (e) Please immediately report lost or stolen access cards or mobile phones to the Onsite Support Team and return found cards or mobile phones to reception.
- (f) If you lose your BLE key or access card you will be invoiced for the reasonable costs incurred by Journalin arranging for and providing you with a new BLE key or access card.

#### 11. Visitors and Guests

Rules apply regarding guests and visitors to the facility as follows:

- (a) A visitor is defined as a person who the resident has invited into the facility for a short period of time and who must leave the building before noise curfew commences at 11pm each night unless they have a quest pass.
- (b) A guest is defined as a person who is staying with a resident in the facility between the hours of 11:00pm-9:00am who has obtained a guest pass.
- (c) U18 residents are not permitted guests, other than preapproved immediate family/caregiver. If you are U18 your visitors must leave the premises and/orapartment by 10pm.
- (d) You must register your guests' via the Journal portal or reception and obtain a guest pass.
- (e) Residents must ensure that their visitors and guests are aware of Journal's House Rules and other Journal policies.
- (f) You are responsible for your visitors and guests' conduct, behaviour and/or infringement of House Rules and other Journal policies.
- (g) Visitors and guests are not allowed direct access within the facility. You are required to meet your visitors and guests in the foyer.
- (h) Visitors and guests must be accompanied at all times around the facility by the resident.
- (i) Visitors and guests may not access the gym and laundry, without prior written permission from the Onsite Support Team.
- (i) No resident shall have more than two visitors and one guest at any given time.
- (k) All visitors are required to leave the property before the noise curfew commences at 11:00pm each night unless they have a guest pass.
- (1) If you are living in a twin or double share studio room you are not permitted to host a guest.
- (m) You are responsible for informing others in the apartment of your visitors or guests.
- (n) Guests are not permitted during orientation, study or exam periods.
- (o) Journal reserves the right to charge for guests and decline a guest pass application on a case-by-case basis or for disciplinary reasons.
- (p) Journal's management reserves the right to prohibit a person from entering as a visitor or guest, and to limit the number of occasions an individual may stay in the premises.



#### 12. Our Facilities

# 12.1 Care of Facilities, Common Rooms and Building Common Areas

- (a) All residents are jointly and individually responsible for keeping the building common areas and/orapartment common areas (as is applicable) clean and neat.
- (b) Furniture, mattresses, cushions or equipment may not be removed from any premises, apartment (asis applicable) or building common areas.
- (c) All forms of graffiti are strictly prohibited.
- (d) No resident may tamper with electricity or any electrical appliances.
- (e) You are expected to separate recycling and general waste, empty and deposit garbage into the appropriate bins and/or bin-chutes provided.
- (f) Garbage chutes are designed to fit waste of certain sizes and for the accommodation of general and recycling waste. Do not force any items into the garbage chute that may block the chute (for example oversized bags, hard rubbish, cardboard boxes, pillows, balls etc.) Residents breaching this Rule will be responsible for the charges incurred by Journal in rectifying blockages.

#### 12.2 Common Rooms

- (a) Common areas are available for activities such as study groups, meetings and social gatherings that may create more noise than is acceptable in your premises and/ or apartment (as is applicable). The common areas across our facilities vary and offer a range of amenities including vending machines, kitchens, BBQs, lounge chairs, TVs, study and meeting rooms.
- (b) Room bookings for select common rooms can be made via the Journal app. Room bookings for events will not be available over the exam periods.
- (c) No glass is permitted in any outdoor building common
- (d) It is the responsibility of users to ensure that common room are cleaned and left in an acceptable state after use.

## 12.3 Gym

- (a) Use of Journal's gymnasium and equipment is at your own risk and Journal is not liable for any loss, injury or death sustained while using gym facilities.
- (b) The gym is an unsupervised area; however, CCTV operates 24/7.
- (c) You are expected to leave the gym equipment in a clean and hygienic state after use. For example you must wipe down equipment.
- (d) Prior to using the gym, you must have undertaken an induction and accepted the terms and conditions of use on the app.
- (e) Each piece of equipment must be used for its intended purpose only.
- (f) You are prohibited from bringing your own fitness equipment (i.e. weights, benches etc.) into the gym.
- (g) Only water or sports drinks in plastic or aluminium bottles are allowed in the gym. No glass bottles are allowed in the gym.

- (h) No food is to be brought into or consumed in the gym.
- (i) If a resident is unsure of anything or requires assistance, please ask our Onsite Support Team for help.
- (i) In case of an emergency telephone 000 immediately.

#### 12.4 Noticeboards

Noticeboards are only for the use of the Onsite Support Team. If a resident wishes to use a noticeboard, they must first obtain permission from the Onsite Support Team.

#### 12.5 Common Area Fridges

- (a) Fridges in building common areas may only be used to store food for pre-approved events for a maximum of 24 hours prior to an event unless approved in writing by the Onsite Support Team.
- (b) All items stored in building common area fridges for more than 24 hours will be disposed of.

#### 12.6 Laundries

- (a) Communal laundry facilities are located in the facility (including washing-product vending machines, irons and ironing boards) and are available for use 24/7.
- (b) You are prohibited from ironing of clothing or linen in your premises and/or apartment (as is applicable).
- (c) Non-residents are not permitted to use these laundries.
- (d) If you do not wish to wait for your cycle to finish, please return within 20–30 minutes to collect your items.
- (e) Journal takes no responsibility for any damage to or loss of items while in the washing and drying process.
- (f) Any items left in the laundry for more than 24 hours will be donated to charity or disposed of.

#### 12.7 Bicycle Use

- (a) Bicycles must be stored in designated bike storage areas available and must not be stored or taken into any other area in the facility.
- (b) Journal offers a bike share service for residents. Booking is required at reception and availability is dependent upon and subject to accepting the terms and conditions provided. Charges may apply.
- (c) Journal is not responsible for the security of bicycles and residents are required to lock their bicycles.

#### 12.8 Resources to Loan

A selection of equipment such as board games, vacuumcleaners and sports equipment is available for loan at reception. Borrowed items must be returned within the allotted time and in accordance with Journal's policies.



#### 13. Your Premises

#### 13.1 Rental Services

- (a) An information guide for renting a home, "Renting a Home: A Guide for Tenants" will be provided to you together with the Agreement. An electronic copy of the guide can be found on Consumer Affairs Victoria's website.
- (b) After a condition report is submitted, any breakage or damage shall be deemed to have been caused by the resident.

#### 13.2 Affixing or Pasting

- (c) It is prohibited to affix or paste items as follows:-
  - Doors on either side of the premises and/or apartment doors.
  - · Windows on either side of any window
  - Walls if such affixing or pasting may damage the paintwork. If you wish to display or hang pictures or notices in your premises and/or apartment, please use the soft noticeboards provided on the back of the desks and drawing-pins. Do not use hooks or nails

#### 13.3 Water, Gas and Electricity

- (a) Included in your rental is an amount allocated for the use of water, gas and electricity. Please switch off all lights and all appliances when leaving your premises and/or apartment (as is applicable).
- (b) The following appliances are not permitted in the building:
  - · electric heaters;
  - · refrigerators, other than those provided by Journal;
  - portable cooking devices (crock pots, fryers, stoves, microwaves etc.), other than those provided by Journal.
- (c) Equipment will be confiscated if not approved by the Onsite Support Team.
- (d) You are strictly prohibited from making any alt erations to the electrical equipment of the building.

#### 13.4 Reasonable Use Policy

You must use electricity, air-conditioning, water and internet sensibly. If consumption of electricity, water, or internet over a continued period of time materially exceeds the median use within the facility, you may be asked to work with our Onsite Support Team on reducing usage back to normal or pay for excessive usage.

#### 13.5 Additional Fees and Charges

There are a number of fees and charges to be aware of that are not covered in your rental payments. You agree to being subject to these charges. Details of additional fees and charges are located on the Journal website and Journal's portal.

#### 13.6 Room Changes

(a) Room changes will only be approved under special circumstances. If you wish to change rooms, apply via our Room Change Request form at reception. (b) Room change fees will be incurred and you will be required to sign a new Agreement or an addendum to your Agreement.

#### 13.7 Room Assignments

- (a) Journal does not assign rooms based on race, nationality, ethnicity, religion, sexual orientation or disability (other than as outlined in this Rule).
- (b) Requests by residents to share with a specific person will be considered.
- (c) Premises that have been designed to accommodate residents with special needs and are DDA (Disability Discrimination Act) compliant will be allocated to such residents as a matter of priority. Appropriate medical documentation must be submitted.

# 13.8 Cleanliness of your Premises and/or Apartment

Cleaning of your studio and/or apartment (as is applicable) is not included in your rent. Please refer to the My Tips cleaning video included on the Journal portal.

- (a) You are expected to wash and put away your dishes after use in building common areas. Our Onsite Support Team may remove dirty dishes that are deemed to be a health and safety hazard and dispose of them.
- (b) You are not permitted to hang your washing/clothes on or outside windows.
- (c) You must take reasonable measures to prevent infestations of pests by undertaking the above actions.
- (d) If you need to bring your own mattress, please submit a medical certificate to management to obtain the necessary permission.
- (e) A cleaner may determine that the premises, apartment (as is applicable) and/or building common area are in such a condition that it cannot be cleaned. In such cases, the cleaner will make a report to the Onsite Support Team who will contact resident(s) of the premises, apartment (as is applicable) or users of the building common area and request immediate rectification. If not sufficiently rectified residents will be charged the cleaning costs or in the case of purchased cleaning, additional cleaning charges.

#### 13.8.1 Purchasing Cleaning

You can purchase the cleaning of your studio and/or apartment (as is applicable) on the Journal portal.

#### 13.8.2 Self-Cleaning

- (a) Throughout the period of occupancy, you are expected to be responsible for maintaining your premises and/or apartment (as is applicable) to a standard of cleanliness and tidiness that is acceptable to the Facility General Manager.
- (b) The necessary cleaning equipment is available for you to borrow.
- (c) Your cleaning routine must include cleaning kitchen and bathroom appliances and fixtures, regular vacuuming, mopping of floors, cleaning of all counters and surfaces, and full cooperation with Journal garbage-disposal guidelines.
- (d) A full list of Fees and Charges for cleaning can be found on Journal's portal



#### 13.8.3 Offensive Odours

- (a) You should take appropriate measures to eliminate offensive odours which can be disruptive to others. Examples include:
  - · dirty laundry;
  - · dirty cutlery and crockery;
  - · general kitchen odours;
  - · cooking smells; and
  - · expired food.
- (b) If you are responsible for such odours you will be notified and expected to rectify the situation immediately.

#### 13.9 Access to Premises

- (a) Notice period for access to any premises is not required if any of the following conditions apply:
  - Journal has reasonable grounds to believe that you have abandoned the premises;
  - in the case of an emergency, which include but are not limited to:
    - o there are reasonable grounds to believe there is a probable risk to yourself, another resident or the facility;
    - o you have been reported as missing for an extended period and have not advised the Onsite Support Team of any intended absence; or
    - o emergency cleaning or maintenance of the premises and/or apartment (as is applicable) is required.
- (b) By completing a Service Request you agree to our Onsite Support Team entering your premises and/ or apartment (as is applicable) to action the request. Our Onsite Support Team will contact you to arrange a mutually suitable time where possible.
- (c) You must contact the Onsite Support Team if you feel uncomfortable with anyone entering your premises.

#### 14. Services

#### 14.1 Internet Usage Policy (IUP)

- (a) Journal, through a third party internet service provider ("ISP") provides you with wireless access to the internet via a secure log-in for personal study, social and leisure purposes.
- (b) You must comply with the ISP's acceptable use policy from time to time and any other applicable terms in relation to internet usage.
- (c) You must comply with Journal's Reasonable Use Policy in relation to internet use.
- (d) Notwithstanding the prohibited IUP activities listed below, neither Journal nor its agents or affiliates are responsible for providing any form of censorshipor content-filtering pertaining to the use of wireless internet services.

#### 14.1.1 IT Security

To access the internet services you will need a username and password. You are responsible for the security of your username and password.

#### 14.1.2 Monitoring and Compliance

- (a) Journal operates systems to ensure compliance with the ISP's acceptable use policy and this IUP and for security purposes.
- (b) Journal cooperates with any reasonable request from law enforcement and regulatory agencies for records on a resident's internet usage.
- (c) You should have no expectation of privacy when using the internet services.
- (d) If you download software, you must arrange to have such software properly licensed and registered. Downloaded software must be used only under the terms of its licence.
- (e) Please report breaches of this IUP to the Onsite Support Team.

#### 14.1.3 Social Media

The following uses for social media are prohibited:

- (a) Making comments or posting material that might be considered racial, defamatory, bullying, threatening or harassing;
- (b) Use or disclosure of any confidential information about lournal:
- (c) Sharing specific personal information regarding Journal's team members on any social media platforms; or
- (d) Making any comment or posting material that might cause damage to Journal's brand and/orreputation.

## 14.1.4 Prohibited IUP Activities

The following activities are prohibited under all circumstances:

- (a) Unauthorised downloading and copying of music, videos, films, software and other copyrighted material;
- (b) Downloading entertainment software or games or playing games against opponents over the internet;
- (c) Distribution of pirated software or data;
- (d) Posting, receiving and/or distributing any illegal, racist, sexist, defamatory, pornographic, abusive and threatening material;
- (e) Displaying, archiving, storing, distributing, editing or recording any illegal material (for example indecent images of children) or any kind of sexually explicit images or documents;
- (f) Impairing or attempting to impair the operation of, or access to, any computer, program or data;
- (g) Gaining or attempting to gain unauthorised access to any computer system for any purpose; or
- (h) Deliberately introducing or passing on any virus, worm, Trojan Horse or trapdoor program code.



#### 14.1.5 IT Infrastructure

Information and communications technology such as computing and television infrastructure (including data network ports, Wi-Fi networks and associated cabling) ("IT Infrastructure") forms part of the building and belongs to Journal. You must not tamper, interfere with or remove any IT infrastructure. You will be responsible for the cost (including administration charges) of repairing any damage to the IT Infrastructure.

#### 14.2 Mail, Parcels, Deliveries

- (a) Parcels and addressed mail delivered to the facility will be kept at reception. These must be collected at the direction of our Onsite Support Team who will notify residents of arrival via email.
- (b) Mail delivered to the facility will be kept in a pigeon hole designated to a corresponding premises and/ or apartment (as is applicable), to be collected at the resident's discretion. No notification from our Onsite Support Team will be given.
- (c) Grocery deliveries must be collected immediately from reception. Our Onsite Support Team will not assist in the arrival, collection or delivery of groceries.
- (d) If you order food delivery to the facility you must collect it outside the building. Our Onsite Support Team will not assist in the arrival, collection or delivery of such items.

#### 14.3 Maintenance and Repairs

- (a) Urgent maintenance must be immediately reported to reception.
- (b) Maintenance requests, defects, faulty items or equipment must be reported using the Service Request via the Journal portal or app.
- (c) Items will be repaired or replaced as soon as possible.
- (d) You are not permitted to attempt any repairs yourself. You will be held responsible for any damage caused by such an attempt.

# 15. Your Health and Wellbeing

#### 15.1 Preventative Health Actions

To live at the facility, it is strongly recommended that you:

- (a) register with your university medical centre/source a local doctor;
- (b) stay up-to-date with immunisations and vaccinations (the flu shot is available at many institutions during the academic term);
- (c) source an Ambulance Service Victoria Ambulance Membership if such services are not covered through your health insurance; and
- (d) have a Medicare Card if you are an Australian citizenor resident.

#### 15.2 Illness, Accident or Emergency

- (a) For minor incidents please contact an Onsite Support Team member.
- (b) Medical services are not available in our facilities. All medical treatment is your own responsibility.
- (c) All injuries, incidents and near-misses must be reported to the Onsite Support Team.
- (d) You must inform our Onsite Support Team if you are confined to bed due to illness.
- (e) Obtaining and taking medication is your own responsibility.
- (f) Communicable diseases must be reported to our Onsite Support Team immediately and appropriate steps (such as confinement to your premises and/ or apartment (as is applicable)) are taken to minimise spread of infections. If directed by management, you must immediately leave (or not return) the facility after being diagnosed, until such time as they have provided evidence in writing by a medical professional that the all-clear has been given.
- (g) For emergencies telephone 000.

#### 15.3 Absence from Journal Facility\*

For the safety and security of residents, please inform our Onsite Support Team if you intend to be absent from the facility for an extended period (more than one week).

\*Important Note U18 residents cannot be absent from the facility unless prior written permission has been granted by their Institution.

# 16. Damage and Vandalism

- (a) You must immediately report any property damage and/or vandalism to the Onsite Support Team.
- (b) If you are responsible for the damage, you will be liable for the cost of repairs or replacement.
- (c) You are not permitted to make alterations to your premises, apartment (as is applicable) or building common areas. This includes inscribing or affixing any items on any part of the building that may cause damage.
- (d) A resident who is guilty of vandalism, and who leaves their premises before their case is dealt withinternally, will be subject to prosecution. Costs to rectify the damages, as determined by Journal, will be sought.
- (e) Tampering with fire alarms, extinguishers, exit signs, smoke detectors and other safety equipment is unlawful and poses a high risk to residents. If you are responsible for tampering, you will be charged recovery costs for the replacement of equipment and any damage.

# 17. Disciplinary Process and Procedures

In the event of an issue, Journal undertakes that the following will generally occur:

- (a) If you are experiencing any issues you must report them to our Onsite Support Team in a timely manner.
- (b) Journal will conduct investigations with all the parties involved and take appropriate actions.
- (c) If after investigation it becomes evident that a resident is in breach of the House Rules, or other Journal policies, a member of the Onsite Support Team will contact the resident for further discussion. Following an investigation, one or more of the sanctions listed below may apply.
- (d) The following verbal and written warning system applies to all violations of the House Rules:
  - a record of each verbal warning will be signed by the resident and a member of the Onsite Support Team and placed on the resident's file;
  - each written warning will be signed by the resident and a member of the Onsite Support Team and placed on the resident's file; and
  - a resident is required to acknowledge a breach notice, whether it has been sent via email or handdelivered.
- (e) The following sanctions may be applied by Journal following an investigation:
  - Warning: a verbal or written warning is issued.
  - First or Second Breach: formal breach(s) of policy is issued in writing.
  - Behaviour Management Plan: a formal agreement is issued that requires the resident to undertake certain tasks in order to remain as a resident. Must be signed by the resident and returned.
  - Safety Management Plan: a formal agreement discussed with and agreed upon that requires the resident to undertake certain tasks and activities that pertain to resident health and wellbeing. Compliance

- is required in order to remain as a resident. Must be signed by the resident and returned.
- Community Restitution: financial compensation charges to cover costs of damage/cleanliness. May also include restitution in the form of volunteering.
- General Restitution: charges imposed for the action(s) and or behaviour(s).
- **Referral:** the matter may be referred to a university, your guardian or external agency.
- Exclusion/eviction: the termination of the Agreement and notification of expulsion from the facility.

#### 18. Prohibited Conduct: Dismissible Offences

- (a) The following offences are grounds for immediate expulsion from the premises and facility, at the sole discretion of the Facility General Manager:
  - · possession of illegal substances;
  - malicious tampering with fire or safety equipment;
  - behaviour that is deemed violent, threatening, intimidating or abusive towards residents, members of the Onsite Support Team, facility contractors, guests or visitors;
  - theft of property;
  - possession of firearms or other dangerous weapons; or
  - possession of fireworks or other explosive devices/ material.
- (b) Upon expulsion, Journal may immediately notify the resident's guardian (as is applicable), the resident's tertiary institution and/or the police, if deemed necessary by Journal.

# 19. Complaints, Appeals and Suggestions

#### 19.1 Complaints and Appeals

For details on Journal's complaints procedure please contact the Onsite Support Team for assistance.

- (a) If you are aggrieved by a decision or action of a member of the Onsite Support Team, in the enforcement of the Agreement or House Rules, or the undertaking of their duties, you must take up the issue by notifying the Facility General Manager and Journal's Head Office.
- (b) If you wish to appeal a decision made by our Onsite Support Team, please do so within 30 days of the decision. Please express your appeal in writing, either in hardcopy or via email, and address it to the Facility General Manager. Such appeal will be read and duly considered by:
  - · the Facility General Manager; and
  - · Journal's HeadOffice.
- (c) You will then receive a written response to your appeal. This response is final, and no further appeal or discussion is permissible.



(d) Upon issue of a notice to vacate, Journal may notify the resident's guardian (as is applicable), appropriate university and/or the police (if the offence is deemed criminal).

#### 19.2 Tenant Appeal Rights & Advocacy

If you continue to be aggrieved by a decision or action of Journal the following external organisations may be of assistance:-

- (a) Victoria Legal Aid (Community Legal Services Program) for advice and specialist legal services for tenants;
- (b) Consumer Affairs Victoria, Department of Justice for outreach for residential tenants: and
- (c) Victorian Civil and Administrative Tribunal (Residential Tenancies List) hears disputes between landlords and tenants.

# 20. Departure and Cancellation from Premises

#### 20.1 Early Departure/Tenancy Takeover

When signing an Agreement, the resident is signing a legal contract under which it is agreed to rent the premises for a fixed term. This means the resident is responsible to pay rent for the premises until the end of the fixed term.

#### 20.1.1 Finding a Replacement Tenant

- (a) Residents are bound by the Agreement under the Residential Tenancies Act 1997 (Act) and all associated terms until the Agreement cancellation has been approved in writing by the Onsite Support Team. If you wish to depart prior to the date on your Agreement, you must submit a Notice of Intention to Vacate to Landlord of Rented Premises to reception (forms are available through the Journal portal or app).
- (b) All replacement tenants must be:
  - full-time students (who are able to prove their student status)
  - for twin or double share studio room replacements, the same gender and age bracket as the resident (e.g.: male or female under 18 or over 18 years of age)
  - a new Journal customer (the replacement tenant cannot be a person who currently lives at a Journal facility or who has a booking or confirmed future booking at a Journal facility).

#### 20.1.2 Early Checkout

- (a) Once a suitable replacement tenant has been found, an exit inspection must be made with reception no later than two business days prior to the day of departure.
- (b) The exit inspection appointment will involve a full premises and/or apartment (if applicable) inspection and the finalisation of departure paperwork, including completing a Bond Refund form.
- (c) You have confirmed your departure details with reception, arranged key de-activation and bond refund

#### 20.1.3 Costs

(a) You are responsible to pay Journal's costs as a result of ending a fixed term Agreement early. Please refer to the Additional Fees & Charges Schedule located on the Journal portal as well as Fees & Charges located on the website.

- (b) You can reduce costs by:
- ensuring the premises and/or apartment (as is applicable) is left in the condition that it was in at the beginning of tenancy (refer Rule 20.2);
- · ensuring that no property is left behind;
- paying rent up until a replacement tenant is found; and
- searching for a replacement tenant themselves.

#### 20.1.4 Bond Claim/Additional Costs

- (a) If the resident leaves their premises while owing rent or other outstanding amounts, Journal will claim against the bond to recover outstanding amounts.
- (b) Journal may call the resident's emergency contactor guardian if any outstanding amounts are not paid.
- (c) If any outstanding amounts remain unpaid, Journal may engage debt collectors to assist with recovering the amounts owed and place the name of the resident on a tenancy database if permitted by the Act, which could affect the residents' ability to rent properties in the future.

#### 20.2 End-of-Lease Departure

- (a) Your end-of-lease departure date is specified in your Agreement.
- (b) Please ensure you have returned any items that belong to Journal and have vacated the premises by this date.
- (c) Please ensure that the premises and apartment (as is applicable) are left in the same condition as at the commencement date, subject to fair wear and tear.
- (d) If you do not vacate the premises by the end-of-lease departure date specified in your Agreement, you will be required to continue paying rent until you vacate the premises in addition to any costs incurred by Journal and any losses it may suffer.
- (e) Short-stay accommodation may be available should you wish to stay beyond your Agreement date. Please contact reception prior to your departure date for availability and assistance.
- (f) When checking out, you are required to:
  - make an exit inspection appointment with reception no later than two business days prior to the day of departure;
  - · report any maintenance issues that need resolution;
  - remove all food from kitchens and cupboards and dispose of any rubbish;
  - leave your premises and/or apartment (as is applicable) and contents in a condition that complies with the Journal Cleaning Guidelines;
  - pay any remaining rent, fees or charges owing; and
  - return any equipment/property borrowed.
- (g) In the event that the resident does not comply with this Rule 20.2 charges may apply as set under *Fees and Charges* located on the Journal website and Journal's portal.



#### 20.3 First Year Student Cancellation Policy

Residents should refer to the First Year Student Cancellation Policy located on the Journal website.

# 21. Suggestions

- (a) Because we value your feedback, we conduct a number of formal surveys and evaluations throughout the year. If you do not wish to provide feedback, please contact a member of the Onsite Support Team.
- (b) For residential-related grievances of a minor domestic nature (e.g. apartment disagreements) please approach your Student Leader. We encourage you to discuss other matters with Student Life members of our Onsite Support Team.
- (c) As well as providing suggestions for improvements, please inform us of things that are working well or can be further enhanced; as we strive to continually provide the highest levels of service to our residents.

# 22. Privacy

Journal will handle your personal information in accordance with the Journal Privacy Policy which is located on our website.

