

Tenancy Clubroom Agreement

This agreement is made between the:

Tenancy Committee of the UWA Guild of Undergraduates ("the Guild"),

and, _____ ("the Tenant/Club").

Terms of Agreement

This clubroom tenancy agreement is fixed - starting on 01 / 02 / 2021 and

ending on 30 / 01 / 2024

Clubroom Premises

The Clubroom premises are _____.

Section 1: Responsibilities of the Tenancy Committee and the UWA Guild of Undergraduates

1. The Tenancy Committee and the Guild will manage and operate the buildings housing the clubroom in a professional and competent way.
2. The Tenancy Committee may make rules for the proper management and security of the buildings by giving notice to the Club and the Club will obey all the agreed upon rules and ensure that each permitted person complies with them. A list of these include, but are not limited to:
 - a. the Guild Room Access Policy; and
 - b. the Tenancy Allocation Policy.
3. At the request of Clubs, the Tenancy Committee may hold information workshops including but not limited to:
 - a. Liquor licensing laws
 - b. Emergency procedures
 - c. Relevant statutes, laws and policies of the University of Western Australia
4. The Guild will keep the common areas of the building clean, tidy, and in reasonable condition having regard to the building's age, use and the cost of doing so.
5. The Guild will seek to give the Club as much notice as is reasonably possible of any repairs, maintenance or construction. This work must cause as little disruption to the day-to-day access of the clubroom as possible.

6. Certain members of the Guild, the University, the Government and those charged with maintenance work are permitted to access a clubroom without a club executive member present. These include:
 - a. Members of the Societies Council Executive;
 - b. Members of the Guild Executive;
 - c. Members of the Tenancy Committee;
 - d. Those accompanied by a member of the Societies Council Executive with good cause to be there;
 - e. University Inspectors;
 - f. UWA Security;
 - g. Inspectors from Government Bodies; and
 - h. Those charged with any maintenance work.
7. The Tenancy Committee will endeavour to inform the club executive in the case of anyone accessing the clubroom without a club committee member present. If possible, the club will be informed prior to this occurring. In the event that this is not possible, the club will be informed after the fact. Any damage caused in the event of forced entry will be the responsibility of those gaining access.

Section 2: Responsibilities of the Tenant

1. The Club must sign the Clubroom Tenancy Agreement and submit it with their updated Executive Registration Form after each Annual General Meeting of the Club. Should a club's office bearers change over the course of the year, a newly signed Clubroom Tenancy Agreement must be submitted to the Guild.
2. The Club uses the premises at the club members' own risk. The Club releases the Tenancy Committee and the UWA Guild of Undergraduates from any action, loss, injury, or death occurring on the premises or in the buildings, except to the extent that the Tenancy Committee or the Guild cause this by their act or negligence.
3. The Club indemnifies the Tenancy Committee and the Guild against any action or demand due to any damage, loss, injury or death caused by:
 - a. The Club's or any permitted person's act of negligence, or;
 - b. The Club's use of the premises or the buildings;
unless the Tenancy Committee or the Guild caused this by their act, or negligence.
4. The Club must obey all laws including, but not limited to, liquor licensing laws, those which apply to the premises, the use of the premises or the lease, and those including but not limited to the statute and by-laws of the University of Western Australia.

5. Tenants will keep their club room and, if ever used by the club, common areas of the building clean, tidy and in reasonable condition after use, having regard for the building's age, use and the cost of doing so. Tenants who provide their own waste receptacles are responsible for the regular removal of its contents. Otherwise, tenants must dispose of their waste in the building's common bins, which will be removed subject to the Tenancy cleaning schedule. Tenants must not keep any perishable items, such as raw meat or fruit, that could lead to rotting if left unattended and unrefrigerated for more than three (3) days. Failure for a club to undertake measures to clean their allocated spaces, or common areas after use, will be recorded as:
 - a. One (1) strike against the club and a warning will be issued
 - b. If three (3) strikes are recorded, the Tenancy Committee reserves the right to revoke the access to the clubroom at any time. Tenants in this position risk losing any tenancy allocation.
6. If held by the Tenancy Committee, the Club must send representatives to the information workshops as described in section 1.3.
7. The Club must immediately fix and be liable for the cost of any damage that the Club or any permitted person causes to the buildings. The Club must promptly tell the Tenancy Committee about any accident or problem concerning the building, especially if it might pose a danger or risk to any person, the buildings, give rise to insurance claims or adversely affect any insurance cover.
8. The Club must use their allocated clubroom for its intended, proper use, and not do anything that is, or may be, dangerous, annoying, offensive, or that may interfere with other tenants or people in the building and adjacent Guild buildings. Any breaches of this will be reviewed as misconduct by the club.
9. The Club's executive members are responsible for any clubroom and storage keys which are loaned out to them. The club will be held liable for any loss or damage to the keys, and the cost of which will be communicated to them by the Tenancy committee.
10. The Club must keep the clubroom secure and its contents protected against theft. If a club deems that the lock and key system provided is not secure enough, they must contact the Tenancy Committee immediately to discuss their options. The Tenancy Committee reserve the right to remove any additional security measures (e.g chains) on clubroom doors or storage, that has not been approved prior by the Tenancy Committee. Any damage or theft occurring when the club room or

storage is left open is the responsibility of the Club, regardless of whether the person involved is authorised to access the space or not, unless the Tenancy Committee or the Guild caused this by their act, or negligence.

11. The Club must obtain the consent of the Tenancy Committee before the Club alters, re- designs or installs any unusual equipment on their assigned clubroom. If deemed unnecessary and not conducive to the potential of future clubs moving into that room, the Tenancy committee reserves the right to deny such requests. If a club proceeds without prior approval from the Tenancy committee, their actions will be reviewed as misconduct by the club
12. The Club must be aware of, and obey, all fire, safety, and emergency procedures.
13. If the Club is aware of any threat to the safety of the premises, buildings or persons on the land, the Club must notify the Tenancy Committee immediately and obey the instructions of any authority in respect to it.
14. When reallocation of clubrooms occurs, the Club must vacate the space and return it to the Guild in the same condition as it was at the date of commencement of occupation, except for fair wear and tear. The Club must make sure all of their property is removed. Anything left two weeks after reallocation becomes property of the Guild. At the discretion of the Tenancy committee, if a club has not cleaned their room to a satisfactory standard where it becomes unfair for new tenants to move in, the prior tenants will be liable to the cost of cleaning services required to reach this satisfactory standard (this may include but is not limited to; the removal of stains and graffiti on the floor or walls as inflicted by the previous tenant).

Section 3: Breaches of this Tenancy Agreement

1. In the event of an alleged breach, an individual should attempt to contact the Chair of the Tenancy Committee, the President of the Societies Council or the Tenancy Committee Executive Officer.
2. The member of Tenancy Committee to whom the alleged breach was reported shall then call a meeting of the Tenancy Committee to discuss the alleged breach within a fortnight.
3. Should a member of tenancy committee have a conflict of interest (e.g. sitting on a committee for a club accused of a breach), they must recuse themselves from the meeting. Club tenants will keep common areas of the building clean, tidy and in reasonable condition after use, having regard for the building's age, use and the cost of doing so. Tenants with club-specific bins must arrange for their waste to be removed. Tenants without bins must dispose of their waste in the building's

common bins, which will be removed subject to the Tenancy cleaning schedule. This will be checked fortnightly by the Tenancy Committee 'Busy Bee' inspections. Failure for a club to undertake measures to clean their allocated spaces, or common areas after use, will be recorded as:

- a. One (1) strike against the club and a warning will be issued
 - b. If three (3) strikes are recorded, the Tenancy Committee reserves the right to revoke the access to the club room at any time. Tenants in this position risk losing any tenancy allocation.
4. Once taken to the Tenancy Committee, the consequences of the alleged breach will be determined and enforced at the discretion of the Tenancy Committee. Depending on the severity of the breach, consequences may include a warning, loss of a single semester's grants, total funding or eviction from the space. Should a club be evicted from their clubrooms under this section, they will be given two weeks from the Tenancy Committee's decision to vacate the space. After this time, anything left in the space will become property of the Guild.
5. If the complaint is still not solved satisfactorily for the Club, and a solution is within the power of the Tenancy Committee or by application to the Guild, the Club should address concerns to a member of the Guild Executive in the form of a written explanation of the problem to date. The Guild Executive must examine the complaint and make direction for a remedy, if any. This decision is final and further debate will not be entered into.
6. If a Club has issue with the management of the Building by the Tenancy Committee or the Guild, all complaints are first to be addressed to the Tenancy Committee in writing. Any complaint will be tabled at the next meeting of the Tenancy Committee and discussed. It will then be tabled at the next Executive Management Committee Meeting, if deemed necessary by the Tenancy Committee.
7. If a Club wishes to call a meeting to discuss any aspect of the Tenancy Agreement, outside of those scheduled, the Club must address a written request to the Tenancy Committee with the agreement of one member of the Tenancy Committee. The Chair of the Tenancy Committee will then schedule a meeting for a date not later than one fortnight after receiving the request. If a Club wishes to call a meeting outside the university semester (during the vacation breaks or during exams) the meeting date may be scheduled up to five weeks after receiving the request.

THE GUILD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Signed by the **TENANT**

We, the undersigned, as the elected executive of

_____, have read and fully understand the above Tenancy Agreement.

Full Name of Representative

Position

Signature of Representative

Date

Full Name of Representative

Position

Signature of Representative

Date

Full Name of Representative

Position

Signature of Representative

Date

Full Name of Representative

Position

Signature of Representative

Date

Signed by the **TENANCY COMMITTEE on behalf of the GUILD**

Full Name of Representative

Position

Signature of Representative

Date

Full Name of Representative

Position

Signature of Representative

Date