

## TERMS AND CONDITIONS OF STUDENT ACCOMMODATION RENTAL ("T&C")

1. IMU hereby lets and the Student hereby rents the Accommodation together with fixtures and chattels (the "Rental").
2. **Payment(s):**
  - (a) **Deposit:** The sum as invoiced by IMU being the security deposit for the Rental.
  - (b) **Fee** : The sum as invoiced by IMU being the Fee payable in advance and shall be paid in accordance with IMU's instructions.
3. **Term:**

A fixed term of rental commencing and expiring on such dates as advised by IMU (hereinafter referred to as "the Term").
4. **Early Termination:**

In the event that the Student terminates the Rental prior to the expiry of the full agreed Term, the following shall ensue -

  - (a) the Accommodation Deposit shall be forfeited;
  - (b) any Fee paid for the current semester will be forfeited; and/ or
  - (c) the Student shall be liable to pay the balance Fees for the unused/ unexpired months of the Term, upon invoice by IMU (the "Balance Fee").
5. IMU reserves the right to retain the amounts forfeited and/ or claimed referred to in Clause 4 of this T&C as liquidated damages for early termination of the Rental.
6. **The Student hereby covenants with IMU as follows:-**
  - (a) The Accommodation Deposit is a security for the due observance and performance by the Student of the covenants herein contained and shall be maintained throughout the Term of the Rental. In the absence of any breach by the Student of the terms and conditions herein contained, be refunded to the Student on expiry of the Term.
  - (b) To use the Accommodation as a PRIVATE RESIDENTIAL ACCOMMODATION BY STUDENT AS A STUDENT OF IMU UNIVERSITY ONLY AND FOR NO OTHER PURPOSE and not to do or permit or suffer anything to be done in or upon the Accommodation or any part thereof which may be or become a nuisance or annoyance to the occupiers of neighbouring units.
  - (c) Details on the obligations and permitted uses are outlined in the Rules & Regulations Handbook that will be provided to the Student prior to the check-in, which forms an integral part of this T&C.
  - (d) Not to assign sub-rent the Accommodation or any part thereof, other than that as agreed hereunder, without the prior written consent of IMU.
  - (e) Upon the expiry or sooner determination of the Rental hereby created, to peaceably surrender and yield up to IMU the vacant possession of the Accommodation with IMU's fixtures and fittings found herein in good repair and clean condition, wear and tear excepted.

**Provided always and it is hereby expressly agreed and declared by and between IMU and the Student as follows:-**

7. If the full payment (inclusive of the Accommodation Fee and Accommodation Deposit) required for the Rental is not paid in full prior to the Student's check-in to the Accommodation, or if any covenant on the Student's part herein contained is not performed or observed within fourteen (14) days after notice of non-performance has been duly served by IMU on the Student, the Student shall be required to vacate the Accommodation at any time thereafter. Once the Accommodation is vacated by the Student, the Rental shall immediately terminate and thereafter the Student shall forfeit the Accommodation Deposit and any outstanding for the semesters.
8. Utility usage is capped to a **set limit** to be specified by IMU. Any usage exceeding this limit will be charged to the Student's account and invoiced accordingly. Payment for excess utility charges must be settled by the Student within the stipulated timeframe indicated in the invoice.

**UTILITY USAGE IS CAPPED AT RM200.00 FOR ELECTRICITY AND WATER COMMON AREAS PER MONTH FOR COMMON AREAS, INCLUDING AN ALLOWANCE OF 70KWH OF ELECTRICITY USAGE PER MONTH FOR A ROOM. EXCESS USAGES WILL BE INVOICED TO THE STUDENT.**

9. IMU and the Student shall not be responsible to the other for any damage or loss which may at any time during the Rental be caused to the Accommodation or to any property of IMU and/ or the Student in or about the Accommodation by reason of fire, water, electrical power surge or short circuits, leakage, sabotage, earthquake, theft or burglary.
10. If the Student wishes to take a further rent of the Accommodation from the expiry of the Term, the Student shall give IMU not less than two (2) months' notice in writing before the expiration of the Term. IMU shall grant to the Student a further Rental of the Accommodation of one (1) academic year provided that the Student has paid all Fees for the first Rental and has observed the covenants contained in this T&C.
11. If the Student intends to terminate the Rental prior to the expiry of the Term for any reason whatsoever, the Student shall give IMU at least two (2) months' written notice in advance of its intention to terminate the Rental and thereafter, Clause 4 of this T&C shall come into effect and the Student shall be liable for the remaining fees for the unused/ unexpired months of the Term, in addition to the forfeiture of Accommodation Deposit.
12. This T&C shall be governed by the laws of Malaysia, and the Parties agree to submit to the exclusive jurisdiction of the Malaysian courts.
13. This T&C shall be binding upon the respective heirs, executors and administrators, successors in title and permitted assigns, including due to amalgamation and/or restructuring, of either IMU or the Student.
14. Any notice, including any writ, summons and other court process, originating or otherwise, to be served shall be in writing and in the English language and shall be sufficiently served on the Student at the address herein stated and any notice to IMU shall be sufficiently served if sent by post, hand delivered or emailed to his/ her address herein stated. Any notice sent by post shall be deemed to have given and delivered in the usual course of postal delivery.
15. Fixtures & Fittings: To be specified by IMU and the inventory list shall be provided to the Student during check in.

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