

Disclosure to prospective buyer —What we must tell you before you sign

Property Occupations Act 2014

This form is effective from 1 October 2015

ABN: 13 846 673 994

This form only needs to be completed if a disclosure of the kind described below applies

Part 3

Section 3:1

1. 'Relationship' includes, but is not limited to, the following types of relationship:
 - Family
 - Business (other than a casual business relationship)
 - Fiduciary
 - Relationship in which one person is accustomed, or obliged, to act in accordance with the directions, instructions, or wishes of the other.
2. In column 3 of the table you must disclose the amount (\$) or value or consideration which you derive or expect to derive from the person or entity to whom you have referred the buyer.
3. In column 4 of the table you must disclose the amount, value or nature of any benefit which the person or entity to whom you have referred the buyer has received, receives or expects to receive in connection with the sale, or for promoting the sale, or for providing a service in connection with the sale, of the property.
4. For guidance on what to disclose as a 'benefit' see notes below for section 3:2.

Section 3:2

What you should disclose as a 'benefit'

It is your obligation to disclose any benefit, to your knowledge which any person has received, receives or expects to receive in connection with the sale or for promoting the sale, or providing a service in connection with the sale, of the property. The following lists are not exhaustive:

You NEED to disclose

- fees, commissions and remuneration to be paid to any entity which receives or expects to receive a benefit including but not limited to financial institutions, finance brokers, financial advisers, financiers, valuers, marketing agents, sellers and promoters
- all benefits dependent on a successful sale (i.e. a commission or fee paid to any person as a success fee)
- marketing, advertising and promotion costs, where payment is contingent on the sale of the lot ('the lot' is the property described in section 2 of the form).

Examples:

- a) Where a marketing company will receive money or another benefit because the lot has sold—**DO** disclose
- b) Where a marketing company will receive money or another benefit for the sale of three lots, and the lot is one of those—**DO** disclose, even where the other two lots have not yet sold.

As a general rule, you need to disclose any benefits contingent on the sale of the property.

You NEED NOT disclose:

- mortgage pay-outs
- performance bonuses
- expenses incurred prior to the sale in preparation of the property for sale (such as painting or maintenance) and in developing the land (such as professional fees and disbursements paid to engineers, surveyors, architects and town planners)
- vendor's profit or net proceeds of sale
- property developer's profit or development fees
- non-monetary benefits
- solicitors' professional fees and ordinary disbursements in relation to the developing, selling or purchasing of the property
- amounts payable to local, state or federal government.

\$ amount (or value or nature) of the benefit

You must provide the amount, value or nature of the benefit as accurately as is possible at the time of the disclosure. You should express the benefit as one of the following:

- the amount (\$) including GST.
- a value (%)
- a description of the nature of the benefit. You should **ONLY** do this if the benefit cannot be described as an amount or value.

If you do not know the exact amount of value of the benefit, provide a reasonable estimate of the final amount or value based on the purchase prices at the time of the disclosure.

This area has been intentionally left blank.



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Part 1—Selling agents details

Please tick appropriate box.

SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach

Name

Licence number / Registration number. 4371418

Part 2—Property details

Please provide details of the property.

Residential Dwelling

Description of property

Address 30 Tussock Crescent

Suburb Elanora State QLD Postcode 4221

Lot 641 Plan SP136967

Title reference 50351866 Parish/County

Part 3—Selling agent's disclosure

3:1 Benefits

Notice to selling agent:
You must complete this section if you have referred the buyer to anyone for professional services associated with the sale and

a) You have any relationship (personal or commercial) with that person or entity to whom you have referred the buyer; and/or

b) You derive or expect to derive any consideration (whether monetary or otherwise) from that person or entity to whom you have referred the buyer.

For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.

Name of person or entity to whom buyer is referred	Nature of relationship with selling agent	Benefit derived by selling agent (\$ or value)	Benefit to person/entity to whom buyer is referred (if any)
Oxygen Home Loans ABN: 46 103 177 377	McGrath Subsidiary	15% commission rec by Oxygen HL PL
Ingwersen & Lansdown Solicitors	Commercial	Free legal seminars \$20 Dinner vouchers
.....
.....

Only complete this section if the benefit is from a referred entity. If you have disclosed a benefit here you do not need to disclose it again in section 3:2.

3:2 Benefits other than by referral

Notice to selling agent:
You must disclose the amount, value, or nature of any benefit to your knowledge (other than those already disclosed by you in section 3:1) which any person has received, receives, or expects to receive in connection with the sale, for promoting the sale, or for providing a service in connection with the sale of the property.

For guidance on completing this table and the meaning of 'benefit', see notes attached to this form.

Payment type	Entity receiving payment	Benefit (\$ or value)
.....
.....
.....
.....
.....
.....
.....

Part 4—Property developer disclosure declaration

This section applies only if the property is being sold by a property developer.

I am a property developer or person acting as a property developer, and hold an interest of at least 15% in the property (tick box if yes).

Part 5—Selling agent's disclosure declaration

The information I have provided in this form is true to the best of my knowledge, information and belief.

Name *Sam Westaway*

Signature *Sam Westaway* Date

2	4	/	1	1	/	2	0	2	3
D	D		M	M		Y	Y	Y	Y

Part 6—Buyer's acknowledgement

I/we have not yet entered into a contract for the purchase of the property described in section 2. This form has been explained to me/us by the selling agent and I/we understand the nature and effect of the disclosures made in this form.

Name

Signature Date

		/			/				
D	D		M	M		Y	Y	Y	Y

Name

Signature Date

		/			/				
D	D		M	M		Y	Y	Y	Y

Statement to Buyer
ELECTRONIC CONSENT, MULTIPLE OFFERS & WAIVER OF COOLING OFF

1. Proposed Buyer's details	
Buyer(s):	
Address:	
Phone:	Email(s):
Mobile No:	
2. Property to be Purchased	
Address: 30 Tussock Crescent, Elanora	
3. Consent to Receive Electronic Communication by Proposed Buyer(s)	
A. The Electronic Transactions Act QLD (Sections 11 &12) require a person/s to provide consent if they agree to receive information via electronic communications.	
B. The Buyers listed in the above Section 1 confirm that by signing this document, they consent to the use of Electronic communication as per the email address provided in Section 1 as a method of communication with the Selling Agent of this property.	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
4. Acknowledgement of multiple offers by Proposed Buyer(s)	
A. That there is another existing offer for the purchase of this property;	
B. That I/we should make our best and final offer as we may not have the opportunity to submit further offers;	
C. That I/we must be in a position to proceed to Contract immediately should my/our offer be accepted by the Vendor;	
D. That my/our offer will be presented along with the other existing offers to the Vendor by the Listing Agent;	
E. The Vendor has complete discretion as to which offer is accepted;	
F. The Vendor is not bound to accept any of the offer presented and may enter into further negotiations with any of the prospective purchasers or any other interested party;	
The details of my/our offer will remain confidential between the Listing agent and me/us until such time as the offers are presented contemporaneously to the Vendor. The Listing agent will maintain the confidentiality of this offer save for the authorised disclosure to the Vendor;	
I/We, the Proposed Buyer(s) sign below to acknowledge that we have read and understood the above information:	
Sign:	
Sign:	
5. WAIVER OF COOLING OFF PERIOD	
I/We, the Proposed Buyer(s) hereby waive under s167 of Procca the benefit of the cooling off period. I/We acknowledge that we have waived the benefit of s166 and the contract is unconditional in this regard:	
Sign:	
Sign:	

Contract for Houses and Residential Land

Eighteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

SELLER'S AGENT

NAME: SGC Property Group Pty Ltd T/A McGrath Estate Agents Palm Beach

ABN: 95212872906 **LICENCE NO:** 4371418

ADDRESS: 17 Sixth Avenue

SUBURB: PALM BEACH **STATE:** QLD **POSTCODE:** 4221

PHONE: 0404 901 465 - Sam **MOBILE:** _____ **FAX:** 07 5534 0320 **EMAIL:** salesadmin@yrec.agency

SELLER

NAME: CASIMIRO MARTINS FERREIRA **ABN:** _____

ADDRESS: _____

SUBURB: _____ **STATE:** _____ **POSTCODE:** _____

PHONE: _____ **MOBILE:** _____ **FAX:** _____ **EMAIL:** _____

NAME: MARIA IDALINA PITA SOARES FERREIRA **ABN:** _____

ADDRESS: _____

SUBURB: _____ **STATE:** _____ **POSTCODE:** _____

PHONE: _____ **MOBILE:** _____ **FAX:** _____ **EMAIL:** _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ **CONTACT:** _____

ADDRESS: _____

SUBURB: _____ **STATE:** _____ **POSTCODE:** _____

PHONE: _____ **MOBILE:** _____ **FAX:** _____ **EMAIL:** _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S AGENT *(If applicable)*

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S SOLICITOR*← or any other solicitor notified to the Seller*

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

PROPERTY**Land:** ADDRESS: 30 Tussock CrescentSUBURB: Elanora STATE: QLD POSTCODE: 4221 Built On VacantDescription: Lot: 641on: SP136967Title Reference: 50351866Area: 443 sqm *← (more or less)* Land sold as: Freehold Leasehold *← if neither is selected, the land is treated as being Freehold.***Present Use:** Residential Dwelling**Local Government:** Gold Coast City Council**INITIALS** *(Note: initials not required if signed with Electronic Signature)*

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Excluded Fixtures:

Included Chattels: All fixtures, Fittings, Blinds, Keys & Remotes in good working order.

PRICE

Deposit Holder: SGC Property Group Pty Ltd T/As McGrath Palm Beach

Deposit Holder's Trust Account: SGC Property Group Pty Ltd Sales Trust Account

Bank: MACQUARIE BANK

BSB: 184-446 Account No: 304 508 914

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$

← Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ Balance Deposit (if any) payable on:

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier:

Finance Date:

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? No Yes, listed below:

← **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title in favour of other land and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME:

← If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

FIXED TERM AGREEMENT

STARTING DATE OF TERM: 20 March 2023 ENDING DATE OF TERM: 17 March 2024 RENT: \$ 650.00 (Per Week) BOND: \$ Already Held

INITIALS (Note: initials not required if signed with Electronic Signature)

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Managing Agent:

AGENCY NAME:

REAL Specialists - QLD

PROPERTY MANAGER:

ADDRESS: 3/5 Executive Drive

SUBURB: Burleigh Waters

STATE: QLD

POSTCODE: 4220

PHONE:
755 599 700

MOBILE:

FAX:

EMAIL:
leases@realspecialist.com**POOL SAFETY****Q1** Is there a pool on the Land or on adjacent land used in association with the Land?

- Yes
 No

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

Q2 If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

- Yes
 No

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM*This section must be completed unless the Land is vacant.*

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

(select whichever is applicable)

- installed in the residence
 not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Land. Failure to do so is an offence under the Fire and Emergency Services Act 1990.

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011The Seller gives notice to the Buyer in accordance with section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:*(select whichever is applicable)*

- is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
 is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

← **WARNING:** Failure to comply with section 83 *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

- Yes
 No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

← **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- the Buyer *is not* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
 the Buyer *is* required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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SPECIAL CONDITIONS

1. Entire Agreement

This contract contains the whole of the agreement between the parties and there are no other collateral bargains, agreements, representations or understandings. The purchaser acknowledges that the purchaser has not relied on and has not been induced to enter this contract by virtue of any representations, whether oral or in writing, by the vendor, or any servant or agent of the vendor, which are not set out in this contract.

SETTLEMENT

Settlement Date:

← or any later date for settlement in accordance with clause 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement:

Gold Coast/Nominated ELNO System as per Cl 11 of REIQ Terms of Contract

← If Brisbane is inserted or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.

It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____

Witness: _____

Buyer: _____

Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____

Witness: _____

Seller: _____

Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

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TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown opposite them and unless the context otherwise requires:

- (a) **“Approved Safety Switch”** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **“ATO”** means the Australian Taxation Office;
- (c) **“ATO Clearance Certificate”** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **“Balance Purchase Price”** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **“Bank”** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **“Bond”** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (g) **“Building Inspector”** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **“Business Day”** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **“CGT Withholding Amount”** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **“Contract Date”** or **“Date of Contract”** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (k) **“Court”** includes any tribunal established under statute;
- (l) **“Digitally Sign”** and **“Digital Signature”** have the meaning in the ECNL;
- (m) **“ECNL”** means the Electronic Conveyancing National Law (Queensland);
- (n) **“Electronic Conveyancing Documents”** has the meaning in the *Land Title Act 1994*;
- (o) **“Electronic Lodgement”** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (p) **“Electronic Settlement”** means settlement facilitated by an ELNO System;
- (q) **“Electronic Signature”** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (r) **“Electronic Workspace”** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (s) **“ELNO”** has the meaning in the ECNL;
- (t) **“ELNO System”** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (u) **“Encumbrances”** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
- (v) **“Essential Term”** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(e), 5.5 and 6.1;but nothing in this definition precludes a Court from finding other terms to be essential;
- (w) **“Extension Notice”** means a notice under clause 6.2(1);
- (x) **“Financial Institution”** means a Bank, Building Society or Credit Union;
- (y) **“Financial Settlement”** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (z) **“Financial Settlement Schedule”** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (aa) **“General Purpose Socket Outlet”** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (bb) **“GST”** means the goods and services tax under the GST Act;
- (cc) **“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (dd) **“GST Withholding Amount”** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (ee) **“Improvements”** means all fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (ff) **“Keys”** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (gg) **“Outgoings”** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (hh) **“Pest Inspector”** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **“Pool Compliance Certificate”** means:
 - (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

- (jj) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (kk) "Property" means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (ll) "Rent" means any periodic amount payable under the Tenancies;
- (mm) "Reserved Items" means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (nn) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (oo) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (pp) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;
- (qq) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (rr) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ss) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

- (1) Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.
- (2) If a party is required to make any other payment or reimbursement under this contract, that payment or reimbursement will be reduced by the amount of any input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled.

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.

- (4) If the buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest, unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a building society or credit union on itself;
 - (b) does not include a cheque drawn by a building society or credit union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
- in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
 - (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Land on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.

- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3. FINANCE

- 3.1** This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2** The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - the finance condition has been either satisfied or waived by the Buyer.
- 3.3** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4** The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1** This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- 4.2** The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1 has been either satisfied or waived by the Buyer.

- 4.3** If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4** The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5** The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

5. SETTLEMENT

5.1 Time and Date

- Settlement must occur:
 - between 9am and 4pm AEST on the Settlement Date; and
 - subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

- The Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date.
- If the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.3 Documents and Keys at Settlement

- In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - unstamped Transfer Documents capable of immediate registration after stamping; and
 - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - if there are Tenancies:
 - the Seller's copy of any Tenancy agreements;
 - a notice to each Tenant advising of the sale in the form required by law; and
 - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - a copy of a current Pool Compliance Certificate for each regulated pool on the Land unless:
 - the Seller has done this before settlement; or
 - the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- If the Keys are not required to be delivered at Settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturer's warranties regarding the Included Chattels; and
 - (4) builders' warranties on the Improvements;
- to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Land and the Improvements except for the Tenancies. Title to the Included Chattels passes at settlement.

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer of State Lease

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.3(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(1);
 - (b) "**Delay Event**" means:
 - (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (ii) riot, civil commotion, war, invasion or a terrorist act;
 - (iii) an imminent threat of an event in paragraphs (i) or (ii);
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (e) "**Suspension Period**" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2) and 7.4(3) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that, at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land; and
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Land.
- (2) If:
 - (a) there is an error in the boundaries or area of the Land;
 - (b) there is an encroachment by structures onto or from the Land;
 - (c) there are Services that pass through the Land which do not service the Land and are not protected by any Encumbrance disclosed to the Buyer in this contract; or

(d) there is a mistake or omission in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 - (a) if issued before the Contract Date: by the Seller before the Settlement Date unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access to the Land passes unlawfully through other land;
 - (d) any Services to the Land which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (f) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;

- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
- (i) there is a charge against the Land under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Land in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;

- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Land; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of Landlord and Tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

The Seller's Agent is appointed as the Seller's agent to introduce a Buyer.

10.2 Foreign Buyer Approval

The Buyer warrants that either:

- (1) the Buyer's purchase of the Property is not a notifiable action; or
- (2) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or Notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or Notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.

- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

10.7 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

10.8 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

10.9 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a Body Corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Statutes and Regulations

Reference to statutes includes all statutes amending, consolidating or replacing them.

(4) Inconsistencies

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) Headings

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;

- (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (5) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

12.2 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer and which was given before the Buyer signed this contract.

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 46398969

Search Date: 24/11/2023 10:20

Title Reference: 50351866

Date Created: 09/05/2001

Previous Title: 50345514

REGISTERED OWNER

Interest

Dealing No: 705491514 21/03/2002

CASIMIRO MARTINS FERREIRA TENANTS IN COMMON 99/100

MARIA IDALINA PITA SOARES FERREIRA
TENANTS IN COMMON 1/100

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 641 SURVEY PLAN 136967
Local Government: GOLD COAST

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10334012 (POR 34)
2. MORTGAGE No 705491517 21/03/2002 at 15:27
BANK OF WESTERN AUSTRALIA LIMITED A.B.N. 22 050 494 454

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ EQUIFAX



For Residential Tenancy Authority
advice or information go to
www.rta.qld.gov.au

Residential Tenancy Agreement

Landlord copy

for

**30 Tussock Crescent, Elanora
QLD 4221**

This agreement is made on

25 January 2023 at **Elanora QLD, Australia**

between _____ and **Casimiro & Maria Ferreira**

REAL Specialists - QLD

p: +61 755 599 700

e: leases@realspecialists.com

Part 1 Tenancy details

Item
1

1.1 Lessor

Casimiro & Maria Ferreira

C/o- 3/5 Executive Drive, Burleigh Waters, QLD 4220

p: C/o- +61 755 599 700

e: C/o- leases@realspecialists.com

Item
2

2.1 Tenant/s

Tenant 1 -

p:

e:

Tenant 2 -

p:

e:

2.2 Address for service (if different from address of the premises in item 5.1)

Nil

Item
3

3.1 Agent

If applicable. See clause 43

REAL Specialists - QLD

3/5 Executive Drive, Burleigh Waters, QLD 4220

p: +61 755 599 700

e: leases@realspecialists.com

Item
4

Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes No | C/o- leases@realspecialists.com
Facsimile Yes No

4.2 Tenant/s

Email Yes No
Facsimile Yes No

4.3 Agent

Email Yes No | leases@realspecialists.com
Facsimile Yes No

Item
5

5.1 Address of the rental premises

30 Tussock Crescent, Elanora QLD 4221

5.2 Inclusions provided.

For example, furniture or other household goods let with the premises. Attach list if necessary

As per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

Nil

Item
6

6.1 The term of the agreement is

fixed term agreement periodic agreement

6.2 Starting on the 20th of March 2023

6.3 Ending on the 17th of March 2024¹

Fixed term agreements only.

For continuation of tenancy agreement, see clause 6

Item 7
Rent

Rent \$ 600.00 per week fortnight month
See clause 8(1)

Rent will be increased to **\$650.00** from **22 March 2023**

See part 3 clause 12

Item 8
Rent must be paid on the Monday, weekly from the 20th of March 2023

Insert day. See clause 8(2). Insert week, fortnight or month

Item 9
Method of rent payment

Insert the way the rent must be paid. See clause 8(3)

Electronic Funds Transfer (EFT)

BSB no. 034 234

Bank/building society/credit union Westpac Bank

Account no. 336 776

Account name JSH Commercial Pty Ltd Trust Account

Payment reference 100326

BPAY

Bill code TBA

Customer Reference no. TBA

Item 10
Place of rent payment

Insert where the rent must be paid. See clause 8(4) to 8(6)

Item 11
Rental bond amount

Already Held

See clause 13

Item 12
12.1 The services supplied to the premises for which the tenant must pay

See clause 16

Electricity Yes No

Gas Yes No

Phone Yes No

Any other service that a tenant must pay Yes No

See special terms (page 14)

12.2 Is the tenant to pay for water supplied to the premises

See clause 17

Yes No

Item
13

If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100%
Gas 100%
Phone 100%

Any other service stated in item 12.1

See special terms (page 14)

Item
14

How services must be paid for

Insert for each how the tenant must pay. See clause 16(d)

Electricity As account holder direct to the supplier
Gas As account holder direct to the supplier
Phone As account holder direct to the supplier

Any other service stated in item 12.1

See special terms (page 14)

Item
15

Number of persons allowed to reside at the premises

4

See clause 23

Item
16

16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant?

See clause 22

Yes No

16.2 Has the tenant been given a copy of the relevant by-laws

See clause 22

Yes No

Item
17

The type and number of pets approved by the lessor to be kept at the premises

See clauses 33A to 33D

Type

NIL

Number

NIL

Item
18

18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrician - Chris Elect	James Kelly	Phone	0412 586 265
Plumber - Onecall Plumbing	Lochie	Phone	0460 675 900

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs?

See clause 31(4)

Yes No - Please provide lessor contact details below

Part 2 Standard Term

Division 1 Preliminary

1 Interpretation

- (1) In this agreement -
 - (a) A reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
 - (b) a reference to a numbered section is a reference to the section in the Act with that number; and
 - (c) a reference to a numbered item is a reference to the item with that number in part 1; and
 - (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note: Some breaches of this agreement may also be an offence under the Act, for example, if—
 - The lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - The tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of Tenancy

4 Start of Tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.

- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.**Note:** A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s70

- (1) This clause applies if—
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**)—
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277 (7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note: For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
Note: For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement—in an approved way under section 83 (4).

Note: If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83 (4) (g), the lessor or the lessor's agent must comply with the obligations under section 84 (2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Note:

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s87

- (1) The lessor may require the tenant to pay rent in advance only if the payment is not more than –
 - (a) for a periodic agreement—2 weeks rent; or
 - (b) for a fixed term agreement—1 month rent.
- Note:** Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase - s92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement – before the term ends.

12 Rent decreases - s 94

- (1) Under section 94, the rent may decrease in certain situations.
Note: For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time—at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments—by instalments; or
 - (c) otherwise—when the tenant signs this agreement.

Note: There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.
Example: The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.
Note: For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if –
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Example: body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

- (1) The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –
 - (a) the tenant enjoys or shares the benefit of the service; and
 - (b) the service is stated in this agreement for item 12.1; and
 - (c) either –
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
 - (d) this agreement states for item 14 how the tenant must pay for the service.**Note:** Section 165 (3) limits the amount the tenant must pay.

17 Water service charges—ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
Note: A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount –
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
Note: For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169 (4) (a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –
 - (a) **water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.
Note: If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

- (1) The lessor must ensure there is no legal impediment to the occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.
Examples of possible legal impediment:
 - if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
 - a certificate might be required under the Building Act 1975 before the premises can lawfully be occupied
 - the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under the agreement.
Editor's note: Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 192 – 199

- (1) The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.
Note: See the information statement for details.

21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or**Examples of things that may constitute a nuisance:**
 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to –
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenant continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

Note: For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1) (c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -
 - (a) **non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
 - (b) **premises** include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207 - 209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note: Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Example:

 - that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant cannot remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the Body Corporate and Community Management Act 1997;
 - (b) the Building Units and Group Titles Act 1980;

(c) a body corporate by-law.

Subdivision 4 - Damage and repairs

30 Meaning of emergency and routine repairs — ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following —
 - (a) burst water service or serious water service leak;
 - (b) blocked or broken lavatory system;
 - (c) serious roof leak;
 - (d) gas leak;
 - (e) dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs — s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either —
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state —
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if —
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage — s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to —
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted — the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant — ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if—

- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises;
or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note:** For how the tenant may require reimbursement for the repairs, see sections 219 (2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises - ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.
Notes -
 - (1) If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises
 - (2) For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.
Examples -
 - (1) The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
 - (2) The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note: See clause 33D for limitations on conditions of approval to keep a pet at the premises
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;

- (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3)

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.

- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or Note -- See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies

Note: See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in – s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
Examples of what may be fair wear and tear –
 - wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

- (1) At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address — s 205(2) and(3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if —
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report — s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.
Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent
Note: For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report —
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report—show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent—make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises — ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
Note: For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services — s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to —
 - (a) a requirement about a service charge; or
Note: See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition —
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may—
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do anything else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note: Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent —
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3—by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile—by sending it by facsimile to the facsimile number in accordance with the Electronic Transactions (Queensland) Act 2001; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email—by sending it electronically to the email address in accordance with the Electronic Transactions (Queensland) Act 2001.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved —
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5).

Refer to attached special terms

Names of Approved Occupants: _____, Occupant #3, Occupant #4

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

Signature of lessor/agent

Name/trading name

JSH Commercial Pty Ltd ATF JSH Commercial Unit Trust T/As REAL Specialists t/as
REAL Specialists - QLD

Lessor or lessor's agent:

Jodie Johnston

the 9th of February 2023



Signature of the tenant

Tenant #1

Tenant #2

the /th of February 2023

the 2nd of February 2023



Part 3 Special Terms

These terms are in addition to the Standard Terms and only form part of this Agreement provided they do not conflict with the Act or the Standard Terms and the parties have agreed to the Special Terms.

1. Interpretation

- (a) For the purposes of this agreement, Premises, where mentioned shall mean the premises, fixtures and inclusions, if any
- (b) A reference to Landlord means the Lessor and visa versa.
- (c) A reference to agent means the agent authorised on behalf of the lessor from time to time whomever that may be and the tenant acknowledges that it may differentiate from the agent listed on the front page of this Agreement over time.

2. Lessor obligations

- (a) In accordance with clause 25 of the Standard Terms, the Lessor is obliged to ensure that at the commencement of the tenancy, the premises will be free from pests and vermin and will be in a reasonable state of repair.

3. Maintenance of premises

- (a) During the tenancy, the tenant must ensure that:
 - (i) The bins are taken out for collection on the days that Council or any other authority has arranged for collection in the relevant area, all of the tenant's rubbish is placed in those bins prior to collection, and the bins returned to their allocated position as soon as practicable;
 - (ii) They maintain the interior and the exterior of the premises including by undertaking the necessary gardening and cleaning tasks, whether undertaken by the tenant themselves or tradespeople, for which the tenant will bear the costs;
 - (iii) They do not block or cause to be blocked any pipes or drains linked to the premises;
 - (iv) They do not drill, damage, glue or attach any items (including any TV Antenna's or satellite dishes) to the walls, floor, ceiling, doors or roof of the premises without first obtaining the consent of the agent/lessor;
 - (v) They do not hang any articles of clothing from balconies or windows, and instead use the spaces provided by the lessor for hanging any clothing;
 - (vi) Any facilities provided to the premises are maintained in good working order and are not obstructed, including the smoke alarm, security devices, fire hose, sprinkler systems, extinguishers and garbage shoots;
 - (vii) Not to maliciously or negligently damage the premises or any part of the premises
 - (viii) Not to alter, add or remove any fixture or inclusion of the Premises, including locks and security devices, without the Lessor's prior consent;
 - (ix) To replace cracked or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the Tenant and/or its guests;
 - (x) To keep the premises free of rodents, cockroaches and other vermin and to notify the lessor/agent promptly of any vermin or pest infestation which, should the presence of said infestation have arisen due to an act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

4. Services to premises

- (a) The tenant will be responsible for arranging and paying for their own services to the premises including telephone and internet services.

5. Smoke alarms

- (a) During the tenancy (whether fixed term or periodic), the tenant must test and clean all of the smoke alarms in the premises every 12 months by following the guide in the Information Statement provided to the tenant at the beginning of the tenancy.
- (b) If the tenant becomes aware that the battery for a smoke alarm has run out or is about to run out they must replace the battery and let the lessor know as soon as possible.
- (c) If the tenant arranges for a tradesperson to attend to tasks relating to the smoke alarm, the tenant does so at their own expense.
- (d) The tenant must not tamper with or damage the smoke alarm in and way that may affect how it functions
- (e) In the event of a potential or actual failure of a smoke alarm, the tenant must notify the lessor immediately.

6. Portable pools

- (a) If the tenant wishes to have a portable pool of 300mm or greater ("portable pool") at the premises they must first obtain the lessor's approval and provide full particulars of such pool as requested to the lessor.
- (b) The tenant must act in accordance with any relevant laws, regulations and authorities including obtaining a Pool Safety Certificate and fencing the pool.
- (c) If the tenant requires a fence for the pool, they must first obtain the consent of the lessor.
- (d) Any costs associated with maintenance, repairs and compliance will be borne by the tenant.
- (e) The tenant's liability in relation to any portable pool brought onto the premises by the tenant will be subject to Clause 15.

7. Occupants of premises

- (a) The agent and/or the lessor may keep a duplicate set of keys to the premises.
- (b) Only those people named in this agreement as the tenants, and those people authorised by the lessor under this agreement, including any children of the tenant are entitled to reside in the premises.
- (c) The tenant must seek the consent of the lessor prior to giving any other person a right to use and/or occupy the premises for financial gain, regardless of whether this the agreement is verbal or documented in writing. The lessor will not unreasonably withhold their consent.

8. Intentionally removed

9. Ending the Tenancy

- (a) At the end of the tenancy, no matter how it ends, the tenant is required to make good the premises and in doing so must undertake and provide the agent/lessor with written evidence that they have undertaken the following tasks:
- (i) Returned all keys, remote controls and other devices used in the premises including but not limited to keys to the front door, remote controls for garage, swipe keys and air-conditioning remotes (these items must be in good working order and must be replaced by the tenant if damaged or lost);
 - (ii) Repaired any damage cause to the premises by the tenant, the tenant's agents or invitees, or any pets (subject to fair wear and tear);
 - (iii) Cleaned all carpets and floorings to the standard they were in at the beginning of the tenancy (subject to fair wear and tear);
 - (iv) Removed the tenant's property and any rubbish from the premises; and
 - (v) Professionally fumigated and deodorized the premises if pets were contained in the premises (as reasonably required).
- (b) The Lessor may claim costs from the Tenant if they are required to regain access to the Premises, or if the lessor is required to undertake any of the tasks in this Clause.

10. Breach of Tenancy Agreement

Note: Section 429 of the Act states: If there is a dispute between the Lessor and tenant ... about (this) Agreement, either party may apply to the tribunal for an Order and the tribunal may make an Order it considers appropriate, to resolve the dispute.

- (a) Should the tenant fail to comply with their obligations under this agreement, incur expenses, or if the property has been damaged by the tenant or their agents, guests or invitees, and the lessor has attempted to mitigate such loss or damage, the lessor will be entitled to claim reasonable costs and expenses from the tenant.
- (b) Should the tenant fail to make good the premises or is in breach of this agreement, the lessor may rectify any issues and claim the costs of doing so from the tenant either directly or by deducting the required funds from the rental bond (ot the extent prescribed by the Act).
- (c) In addition to the tenant's obligations under Clause 7 of the Standard Terms, if the agreement is terminated by the tenant, the tenant will be required to abide by their obligations under this agreement until the earlier of a new tenant being found for the premises or this agreement naturally concluding.
- (d) If the tenant terminates this agreement prior to the natural conclusion of this agreement, and the rental amount paid by a new tenant is less than what was paid by the tenant, the tenant will be required to pay the difference until the expiry of the term under this agreement. For this clause to be effective the agent must take reasonable steps to ensure that that they have taken reasonable steps to minimize any rental losses.
- (e) If the tenant terminates the agreement early, the tenant will be required to pay the lessor's advertising costs, charges for services and any lost rent.
- (f) The tenant or the lessor may apply to the relevant tribunal to settle any disputes regarding the terms of this agreement.

11. Inspections

- (a) The Tenant will permit the lessor/agent to enter the Premises in accordance with Clause 20 of the Standard Terms (routine inspections) to photographically record the condition of the Premises.
- (b) During any routine inspections undertaken by the agent, the agent will be entitled to take photographs of the premises for the purpose of comparing the condition of the premises at different stages of the tenancy.
- (c) The agent will take reasonable steps to protect the privacy of the tenant and will not use the photographs for advertising purposes.
- (d) The tenant may request to view or take copies of the photographs from the agent.

12. Increases of Rent

- (a) If the lessor is entitled to increase the rent prior to the end of the term in this agreement, notice must be provided to the tenant a minimum of 2 months prior to such increase by the lessor or the agent.
- (b) The notice referred to in 10(a) of the Standard Terms above must state the amount that the rent is to be increased by and the date on which the increased rent will commence.
- (c) The tenant agrees to accept this Special Term as confirmation that the rent will increase pursuant to clause 10(a) of the Standard Terms and sections 91 & 93 of the Act as follows:
- (i) The new rent will be: \$650.00 weekly
 - (ii) Effective from: 22 March 2023

Initialled by the 7th of February 2023		Initialled by the 2nd of February 2023	
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13. Communication and service of documents

- (a) Any communication including the service of documents as required under this Agreement may occur by electronic means including by email and text message.
- (b) A document sent by electronic communication will be deemed to have been received in accordance with Section 24 of the Electronic Transactions (Queensland) Act 2001.
- (c) The parties agree to execution, delivery and service of documents electronically by a method provided by the lessor or such other agreed electronic signature service provided.

14. Insurance

- (a) The lessor will have their own insurance and the tenant will be responsible for maintaining their own property/contents insurance.
- (b) The tenant must not act, fail to act, act negligently, or act in any way that will affect the lessor's insurance, including by way of increasing premium costs or causing the lessor to breach any insurance policy in relation to the premises.

15. Privacy Policy

- (a) The agent is bound by the provisions of the Privacy Act 1988 (Cth).
- (b) While the agent will take all reasonable steps to ensure that the personal information of the tenant is protected, the tenant acknowledges and agrees that the lessor may be required to disclose certain information to the following parties:
 - (i) Tradespeople who are engaged for maintenance and/or repairs at the premises;
 - (ii) To the lessor of the purposes of acting as the agent of the agent for the lessor;
 - (iii) Insurance companies, courts and tribunals and other third parties as required;
 - (iv) To residential tenancy databases to assess any risks in letting to the tenant.
- (c) The tenant agrees that the disclosure of personal information to the above parties may be required in order to allow the agent to properly manage the tenancy and administer the premises.
- (d) The tenant has the right to access any personal information at all times and change the information held if it is incorrect.

16. Limit of Liability

Note: the provisions of Section 429 allow either party to apply to the tribunal in case of a dispute.

- (a) The lessor and the agent will not be liable for any loss or damage suffered by the tenant or the tenant's agents, invitees, tradespeople or guests who are on the premises in respect to both person and property, unless such loss or damage is caused by the negligence of the lessor and/or the agent or in circumstances where the lessor and/or the agent has failed to comply with their obligations under the Act.
- (b) The tenant indemnifies the agent and lessor against any liability for loss, damage or injury to the tenant or any other person on the premises and to any property, whether owned by the tenant, the lessor or any other person, which is a result of the act or omission of the tenant or their agents, invitees or guests.

17. Compliance

- (a) The tenant agrees to comply with all terms of this Agreement which includes the General Tenancy Agreement and any additional Standard Terms, Annexures and Addendums where applicable.
- (b) Where a product, fixture and fitting is provided with the premises has a warning label or safety instructions attached to it, the tenant is not to remove, damage or deface said label.

18. No warranty by agent

- (a) The lessor and the tenant confirm that the agent has not provided either party with any legal advice concerning this agreement and the parties should obtain their own legal advice prior to entering into this agreement or otherwise do so at their own risk.

Annexure A

1. Use

- (a) The tenant accepts the premises in the condition it was in when inspected by the tenant prior to the tenancy.
- (b) Prior to signing the agreement and renting the property the tenant acknowledges that they read the agreement and associated documents including the relevant reports and instruction statement.
- (c) The tenant agrees that any Form 17A, 1A Entry Condition Report provided to the tenant at the commencement of the first term will still be applicable if any further term is granted to the tenant.
- (d) The tenant must not use the premises as a place of business unless consented to in writing by the lessor.
- (e) If the tenant wishes to smoke, they may only do so outdoors and at least 10 metres away from the premises. The tenant must not smoke inside the premises under any circumstance. The tenant must not litter any cigarette butts on or around the premises unless such disposal is into an enclosed bin.
- (f) The tenant agrees that they will not remove any furniture or fittings from the premises that were there prior to the tenancy commencing without the consent of the agent or lessor.

2. Services

- (a) The tenant must cancel all utility services to the premises upon termination of the tenancy.
- (b) If a phone line is required to be connected to the premises the lessor is not obligated to contribute to the costs in doing so and the tenant should make their own enquiries in this regard.
- (c) Any TV connections are to remain in the premises on termination of the tenancy.
- (d) The tenant acknowledges that they may be required to allow the Agent to access the premises on a predetermined date to complete any service requirements as required.
- (e) The tenant will be responsible for any costs of emergency services attending the premises due to the fire alarm going off.

3. Maintenance

- (a) The tenant must check the electrical safety switches regularly and as directed by the lessor or agent.
- (b) If any maintenance or repairs are required by a trades person, the tenant will be responsible for arranging the required access to the premises.
- (c) The tenant acknowledges and agrees that in the event that damage is caused to the property by either the tenant, a resident, occupant or invitee of the tenant, the tenant will be responsible for all costs associated with rectifying the damage.
- (d) Any electrical goods or appliances must be kept in good working order.
- (e) The filter of any air-conditioners on the premises must be cleaned quarterly, or monthly if it is in use regularly.
- (f) If the premises has a garden or outdoor area the tenant is required to maintain the garden by watering any plants and lawns, mowing the lawn or organising for a professional to mow the lawn at the tenants own cost, and keep the outdoor area clean by removing weeds, rubbish, animal droppings, garden waste and leaf litter.
- (g) If the tenant wishes to plant additional trees or construct items in the outdoor area they must first obtain consent from the lessor.
- (h) The tenant must not remove any plants or trees from the outdoor area without obtaining consent from the lessor.
- (i) Any indoor plants must be kept on a raised tray to avoid damage or leakage onto the flooring of the premises, whether this is indoor or outdoor.

- (j) The kitchen area, counter tops and appliances must be kept clean from liquid and food stains at all times so as to avoid staining and rusting. The appropriate cleaning product for the surface type must be used, and the instructions on any product should be read prior to use.
- (k) The tenant must not take pots or pans off the stove and place them directly on the counter top. Any damage to the counter due to this occurring will be repaired at the lessee's cost.
- (l) Bathrooms must be kept clean and in a useable condition and free from any mould at all times including the shower curtain. The lessee must not remove the toilet seat.
- (m) The tenant will not stick any adhesive product such as glue, tack, tape or screw or nail the walls of the premise without obtaining the consent of the agent or lessor.
- (n) Any timber or cork flooring must not be walked on by the tenant or their agent or invitees in high heels or any other footwear that is likely to damage the surface of the floorings. Any furniture should be placed on top of a rug or similar floor covering to protect the surface of the flooring.
- (o) Any stain or marking on the floors must be cleaned prior to any permanent damage occurring using an appropriate product for the type of flooring.
- (p) In the event that any light bulbs require replacing during the tenancy, the tenant will bear all costs with replacing same.
- (q) All upholstery including curtains and carpeting in the premises is to be cleaned to the same standard as at the beginning of the tenancy excepting fair wear and tear.
- (r) If the lessor has provided any inventory items in a set and one piece of that set is damaged and irreplaceable, the tenant agrees to replace the entire set with a new set.

4. Water

- (a) Water usage if premises is water efficient:
 - (i) The tenant is responsible for payment of water usage at the premises.
 - (ii) Water usage charges will be based on the water meter readings and will be recorded on each Condition Report during the tenancy.
- (b) Water usage if premises not water efficient:
 - (i) If the water usage is individually metered any excess consumption over the reasonable amount will be charged to the tenant
 - (ii) If the water usage is not individually metered, any excess usage over the reasonable amount, which the parties agree to be 35 kilolitres, will not be charged to the tenant.
- (c) The agent will invoice the tenant per quarter and payment must be made in accordance with that invoice.

5. Parking

- (a) The tenant or agents and invitees of the tenant must not block the common property or driveway areas at any time with their vehicles. Any visitors are strictly to use only the visitor parking if available.
- (b) The tenant must not at any stage enter the roof area above the premises, and if required to do so, will contact the agent to obtain their prior consent.
- (c) The tenant must park their vehicle only in their designated parking space if one is provided and must not use this space for any other purpose such as storage, repairing vehicles, or as a work space.
- (d) The designated car space and the car park must be kept clean at all times and the tenant must not litter any rubbish in this area.
- (e) No trailers or unregistered vehicles must be parked in any of the car park area without first obtaining the consent of the agent or lessor.

6. Administration

- (a) On expiry of the term, the lessor may increase the rent by giving at least 2 months written notice to the tenant.
- (b) The tenant will be charged each time a rental payment transaction is rejected due to insufficient funds, regardless of how payment is made (Refer to schedule of fees if applicable).
- (c) The tenant must nominate one person to be the primary contact person. This may be changed at any time with written notice to the agent.
- (d) There will be a fee each time any of the leaseholders on the tenancy Agreement change. (Refer to schedule of fees if applicable).
- (e) If the agent uses a specific website or mobile application for the purposes of liaising with the tenant, such as for providing notices, or paying rent, then the tenant agrees to use those applications where possible.
- (f) Any invoices provided by the agent to the tenant will be payable within thirty days.
- (g) Should any unauthorised person break in to the premises, the tenant must contact the police immediately and then notify the agent or lessor as a matter of urgency.
- (h) The tenant must properly restrain any pets prior to inspections.
- (i) Excess on any insurance policy held by the lessor may be payable by the tenant if any damage is caused to the property by the tenant.
- (j) If the tenant is unable to access the premises due to keys being lost or being locked out, the tenant may contact a locksmith at their own cost or contact the agent for assistance. The tenant acknowledges that the agent may not be available to assist at the time.

Annexure B

Signed by the 7th of February 2023 	Signed by the 2nd of February 2023 
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Approved Occupants

The tenants agree that only listed occupants are to stay at the property on a permanent basis. The tenant agrees that if they wish for any other person to reside at the property on a permanent basis that a completed tenancy application is to be handed into REAL Specialists for approval along with a non refundable \$55 fee paid to our agency.. The tenant agrees that if permission is not sought from the landlord or agent that they are in breach of the tenancy agreement. Should a new lease be required in order to have the new approved occupant named as a lessee of the property a \$220 fee will be payable to our agency in order to prepare a new lease agreement.

Agent's Entry

The Agent, having complied with the requirements of the Act, may enter the Premises to: (1) carry out quarterly inspections of the Premises by a representative of the Agent (2) check that any breaches of the tenancy have been rectified (3) through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys.

Air Conditioning Filters & Exhaust Fans

The tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 12 months and upon vacating the premises.

Blinds & Curtains Cords

The Tenant confirms where curtains and blinds in the premises are fitted with tie downs and tension devices; it is the Tenant's responsibility to ensure curtain or blind cords are always kept secured. Where in compliance with consumer legislation a label is attached to a cord or chain warning of potential danger of unsecured cord or chains (Swing Tag) the tenant must ensure the Swing Tag is not removed and notify the agent if it is removed.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

Care of Premises

In accordance with Special Term Clause 2(a), Blotack and other similar products are not to be used on any interior or exterior surface of the premises without prior written approval from the Lessor.

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity and telephone upon commencement of occupancy and termination of services when vacating the Premises.

Curtains

Curtains are to be cleaned in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and upon vacating the Premises.

Vacate

Should the property manager determine at the exit report that more cleaning and/or repairs are required the tenant will be given 24 hours to complete such work. Should the property manager determine that after 24 hours the property is still not acceptable professional cleaners and/or tradespeople will be engaged to complete such work on your behalf and the cost deducted from the bond refund or trades to be paid directly by the tenant.

Gas Bottle

Where bottled gas is used the tenant will maintain the supply and at the conclusion of the tenancy leave not less than one full cylinder upon vacating the Premise and will, at that time, provide written evidence of compliance to the Agent.

Keys - Collection

The parties agree and the tenants acknowledge keys can only be collected between 9.00am and 5pm on or after the tenancy commencement date and not before.

Keys - Loss & Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

Lease Renewal - Condition Report

Where the Lessor grants a further term of occupancy to the Tenant and such term is evidenced by a new term therein such lease, the Entry Condition Report supplied at the commencement of the original term of the tenancy is relevant and applicable to the new lease term.

Pest Control

1. The Tenant agrees, at the end of the Tenancy, provided the Lessor has fulfilled its obligations under Standard Term Clause 25 & Special Term Clause 1 of the Agreement generally and with respect to being free from vermin, to have the Premises pest controlled to a similar standard as provided by the Lessor/ Lessor's Agent at the start of the tenancy. ie/ treated by a licensed pest controller. 2. The tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent on or before vacating.

Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the tenant will be responsible for replacement.

Receipt of Documents

1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises. 2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

Smoke Alarms - Maintenance Company Employed

Notwithstanding the provisions of Special Term Clause 2(k) the Lessor confirms and acknowledges it will contract with to attend the premises for the purpose of carrying out smoke alarm maintenance at the Lessor's cost.

Smoking - Units in a Community Title Scheme

No smoking by any Tenant or guest is permitted in the indoor areas of the unit or terrace house or in any lifts, foyers or other common areas nor shall the Tenant leave around the Premises, debris arising from smoking.

Termite Inspection & Maintenance Access

The tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

Unauthorised Animals - Indemnity

The tenant agrees the Tenant shall be responsible for any animal the Tenant brings or allows upon the Premises either with or without the consent of the Lessor and the Tenant will be solely liable for any or all loss, damage or injury suffered by any person or to any property as a result of such animal being upon the Premises.

Timber Floors

The Tenant(s) will use felt protectors (or similar products) on the bases of any furniture placed on timber floor surfaces in order to prevent scratches or other damage.

Tradesperson Callout Where Tenant is Responsible

If the Tenant/s requests the services of a tradesperson to carry out repairs on the Premises and there is no fault found or the fault is found to have been caused by the Tenant/s or their guests or the Tenant's own property, the Tenant/s acknowledge and agree it will be responsible for payment of the fees charged by such tradesperson.

Vehicles

The parties agree the tenant and/or the tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

Lease Break

Should the tenants(s) vacate prior to the expiry of this agreement, they will incur an advertising fee and also a let fee equivalent to one weeks rent plus gst plus all reasonable associated costs with securing a new tenant and be liable for the rental payments until a new tenant moves in or the expiry of this agreement, whichever comes first.

Rent Payments

Rental payments must remain in advance at all times

Use of Premises

The tenant acknowledges and agrees that they need the owner's permission to advertise the property or any part of the property including external yard and driveways, to be rented on a short term or overnight basis to any other person other than the names stated on the tenancy agreement. For example, airbnb. This kind of unapproved short stay arrangement could result in your tenancy being terminated.

Arrears Policy

It is the policy of this office that all rent is paid in advance & on time into our nominated bank account as allocated. Under the Residential Tenancies Act you are required to pay your rent by the date noted on the schedule in your lease and it must always be paid in advance. Should you have any difficulties in paying your rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem? However, this office does have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below: Category 1 Arrears - 1-4 days in arrears Text Message, email & phone Category 2 Arrears - 5-7 days in arrears Phone call & warning letter Category 3 Arrears - 8-14 days in arrears Formal Warning Letter (NSW) or Form 9 Notice to Remedy Breach (QLD) Category 4 Arrears - 15 days in arrears Notice to Leave (NSW) or Form 12 Notice to Vacate (QLD) rented premises Category 5 Arrears - Court proceeding will take place if the arrears are not rectified within the notice period. Please note there is no deviation from this schedule and it is the strict policy of this office that employees adhere to it. By signing this lease agreement indicates that you have read and understood this policy.

Smoke Alarms Policy

The Owner is responsible for the replacement of the smoke detector battery at the commencement of each new tenancy. During the tenancy it is the responsibility of the tenant for the proper operations of smoke detector and to notify the agent should the smoke detector malfunction. The tenants will not interfere with the smoke detectors during the tenancy

Withdrawing Notice To Vacate

The tenant/s acknowledge that if the Notice to Vacate is withdrawn after the property has been listed for re-letting they will be liable to pay all advertising costs incurred.

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to REAL Specialists - QLD. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by

Agreed by



INSPECTION COMPLIANCE STATEMENT

JOB ADDRESS: 30 Tussock Crescent	DATE: 10/8/2023	WORK ORDER #:
Elanora QLD 4221	TO: Casimiro & Maria Ferreira	
INSPECTING TECHNICIAN: Mitch Cushway	C/-: Real Specialists	
QLD ELECTRICAL LIC #: 88320		

ELECTRICAL INSTALLATION

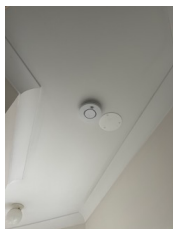
This certifies that the electrical installation (if in fact electrical work has been conducted), to the extent it is affected by the electrical work, has been tested to ensure that it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying under the Electrical Safety Regulations 2013 to the electrical installation [s227 (3)].

SMOKE ALARM COMPLIANCE

✔ **THIS PROPERTY IS 2022 COMPLIANT**

This property was inspected on the abovementioned date. At that time, and in accordance with information provided by the landlord, the property was deemed to have met the applicable legislative requirements; Australian Standard 3786-2014, Queensland Fire and Emergency Services Act 1990 (Amend. 2006), and the Building Code of Australia. This property's compliance remains valid until 9/8/2024 or until another inspection is required due to tenancy change or renewal; whichever comes first. All smoke alarms installed in your property will come with a 10 year life expectancy after which time the smoke alarms will need to be replaced as per the QFES Act, 1990.

SMOKE ALARM INSTALLATION LOCATIONS



Location:	Bedroom hallway		
Alarm Power:	Hardwired (9V Replaceable Battery)		
Alarm Model:	EP-VC-240-1	Expiry:	06.2031
Detector Replaced:	No	Battery Replaced:	Yes



Location:	Dining		
Alarm Power:	Hardwired (9V Replaceable Battery)		
Alarm Model:	EP-VC-240-1	Expiry:	11.2031
Detector Replaced:	Yes	Battery Replaced:	Yes



Location: Bedroom 1

Alarm Power: 10Yr Non-replaceable Battery

Alarm Model: EP-RANG-RF-10 Expiry: 06.2031

Detector Replaced: No Battery Replaced: NR



Location: Bedroom 2

Alarm Power: 10Yr Non-replaceable Battery

Alarm Model: EP-RANG-RF-10 Expiry: 06.2031

Detector Replaced: No Battery Replaced: NR



Location: Bedroom 3

Alarm Power: 10Yr Non-replaceable Battery

Alarm Model: EP-RANG-RF-10 Expiry: 06.2031

Detector Replaced: No Battery Replaced: NR



Location: Bedroom 4

Alarm Power: 10Yr Non-replaceable Battery

Alarm Model: EP-RANG-RF-10 Expiry: 06.2031

Detector Replaced: No Battery Replaced: NR

This Property is 2022 Compliant

Additional Comments:

IMPORTANT NOTE

The Building Code of Australia requires that any property built, or having undergone major renovations, after July 1997 must have 240v hard wired smoke alarms. We are not Building Surveyors and cannot be expected to know when a property was built or renovated and therefore rely on information provided by the owner of the property. If you believe this property was built or substantially renovated after July 1997, and there are 9v smoke alarms at this property, you must advise us so that we can have them changed to 240v alarms so that the property complies with the Building Code of Australia. If we have stated that this property complies and it has 9v smoke alarms, then this is only the case if the property was built before July 1997 and has not undergone major renovations since.

ADDITIONAL COMPLIANCE ELEMENTS

WATER METER READING



Service not requested

WINDOW COVERING CORD SAFETY

Service not requested

SAFETY SWITCH IDENTIFICATION

Service not requested