

# Residential Rental Agreement no more than 5 years

**Residential Tenancies Act 1997 (Section 26(1))**

**Residential Tenancies Regulations 2021 Regulation 10(1)**

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

## PART A – BASIC TERMS

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

### 1. Date of agreement

This is the date the agreement is signed: \_\_\_\_\_

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

### 2. Premises let by the rental provider

Address of premises

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

### 3. Rental provider's details

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: -- \_\_\_\_\_

-- \_\_\_\_\_ State: -- \_\_\_\_\_ Postcode: -- \_\_\_\_\_

Phone number: \*\*\*\*\* \_\_\_\_\_ Email: -- \_\_\_\_\_

Full name or Company name: . \_\_\_\_\_

ABN/ACN (if applicable): . \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: . \_\_\_\_\_

. \_\_\_\_\_ State: . \_\_\_\_\_ Postcode: . \_\_\_\_\_

Phone number: \*\*\*\*\* \_\_\_\_\_ Email: . \_\_\_\_\_

### Rental provider's agent's details

Full name: Melbourne Campus Management Pty Ltd

Trading name: Student Living On Lygon

Address: c/- 800 Swanston Street

Carlton State: VIC Postcode: 3053

Phone number: (03) 9000 6398 ABN/ACN (if applicable): 52 073 291 602

Email address: [onlygon@unilodge.com.au](mailto:onlygon@unilodge.com.au)

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 2**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 3**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 4**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Note:** If there are more than four renters, include details on an extra page.

#### 5. Length of the agreement

Fixed term agreement

Start date: \_\_\_\_\_

(this is the date the agreement starts and you may move in)

End date: \_\_\_\_\_

Periodic agreement (monthly)

Start date: \_\_\_\_\_

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

#### 6. Rent

Rent amount (\$) (payable in advance) \_\_\_\_\_ \*this does not include ancillary. Refer to page 11, item 21.9

To be paid per  week  fortnight  calendar month

Day rent is to be paid \_\_\_\_\_

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: \_\_\_\_\_

#### 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond amount (\$): \_\_\_\_\_


Date bond payment due: \_\_\_\_\_

**PART B – STANDARD TERMS**

**8. Rental provider's preferred methods of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct deposit     bank deposit     cash     cheque or money order     

other electronic form of payment, including Centrepay Console Pay / EziDebit

Payment details (if applicable): Console Pay / EziDebit

BSB no. \_\_\_\_\_ Account no. \_\_\_\_\_

Account name \_\_\_\_\_

Payment reference \_\_\_\_\_

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

**Rental provider 1:**  Yes - insert email address, mobile phone number or other electronic contact details onlygon@unilodge.com.au  
 No

**Rental provider 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

**Renter 1:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 3:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 4:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Note:** If there are more than four renters, include details on an extra page.

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	<u>The On Lygon Team</u>
Emergency contact phone number	<u>03 9000 6398</u>
Emergency contact email address	<u>onlygon@unilodge.com.au</u>

## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

## 12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

no       yes

If yes, the rental provider must attach a copy of the rules to this agreement.

## 13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- The condition report has been provided.
- The condition report will be provided to the renter on or before the date the agreement starts.

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### 15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

## 16. Smoke alarm safety activities

- (a) The rental provider must ensure that:
- (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information about how each smoke alarm in the rented premises operates; and
  - (ii) Information about how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

## 17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

## 18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

## 19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

## PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

### Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock; and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent Repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

#### **Non-urgent repairs**

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

#### **Assignment or sub-letting**

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

#### **Rent**

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

### **PART E - ADDITIONAL TERMS**

#### **21. Further Details (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

#### **Access and entry**

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

#### **Pets**

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

**21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

**21.2 Renter's obligations**

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

**21.3 Maintenance and repairs**

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

**21.4 Owners Corporation**

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.



### 21.5 End of occupancy

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

### 21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

### 21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
  - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
  - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

### 21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) will be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
  - (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
  - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
  - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

DRAFT

21.9 Additional Terms

Rent and Ancillary Charges Payable

The Renter acknowledges they are responsible for paying monthly in advance, the total RENT listed in point 6 of the agreement PLUS the total of the ancillary charges of \$28 per person per month. The Agent reserves the right to withdraw the ancillary services at any time at the Agent's discretion or where the Renter fails to meet their obligations and pay for the services in advance.

Ancillary Services & Charges Contents Insurance

The Renter acknowledges where contents insurance is paid for and supplied as part of the ancillary services they have read and understood the product disclosure statement relevant to the provision of this service available here. The Renter acknowledges it is their responsibility to ensure the insurance coverage is adequate for their needs.

Ancillary Services and Charges - Residential Life Program (RLP)

Where supplied and paid for as part of ancillary services the Renter is responsible for payment of any RLP fees in relation to joining the program and associated fees in relation to any events.

The Renter acknowledges a key aspect of the RLP is social responsibility and helping others in the community.

The Renter acknowledges that at times the Agent will arrange events that support not-for-profit organisations and a contribution may be made to these organisations from the RLP funds.

The Renter acknowledges, where registration and payment to an event is required, should they not attend, they will forfeit their payment in line with the terms and conditions of the RLP.

The Renter acknowledges that photos are taken at RLP events and these images are used in marketing and social media campaigns. Should the Renter not wish for their image to be used, the Renter will put this request in writing to the Agent.

The Renter acknowledges that in consideration for receiving permission to participate in any RLP event, the Renter releases, waives, discharges and covenants not to sue the Agent, their officers, agents, servants or employees (hereinafter referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by the Renter, or any of the property belonging to the Renter, whether caused by the negligence of the releases or otherwise, while participating in such activity or while in, on or upon the premises where the activity is being conducted.

The Renter acknowledges they are fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. The Renter hereby elects to voluntarily participate in any activity with full knowledge that said activity may be hazardous to them and their property.

The Renter voluntarily assumes full responsibility for any risks of loss, property damage or personal injury including death, that may be sustained by me or any loss or damage of property owned by me as a result of being engaged in such activity, whether caused by the negligence of the releases or otherwise.

**22. Signatures**

This agreement is made under the **Residential Tenancies Act 1997 (Vic)**.

Before signing you must read **Part D–Rights and Obligations** in this form.

**Rental provider**

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Renter**

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Dated \_\_\_\_\_

Dated \_\_\_\_\_

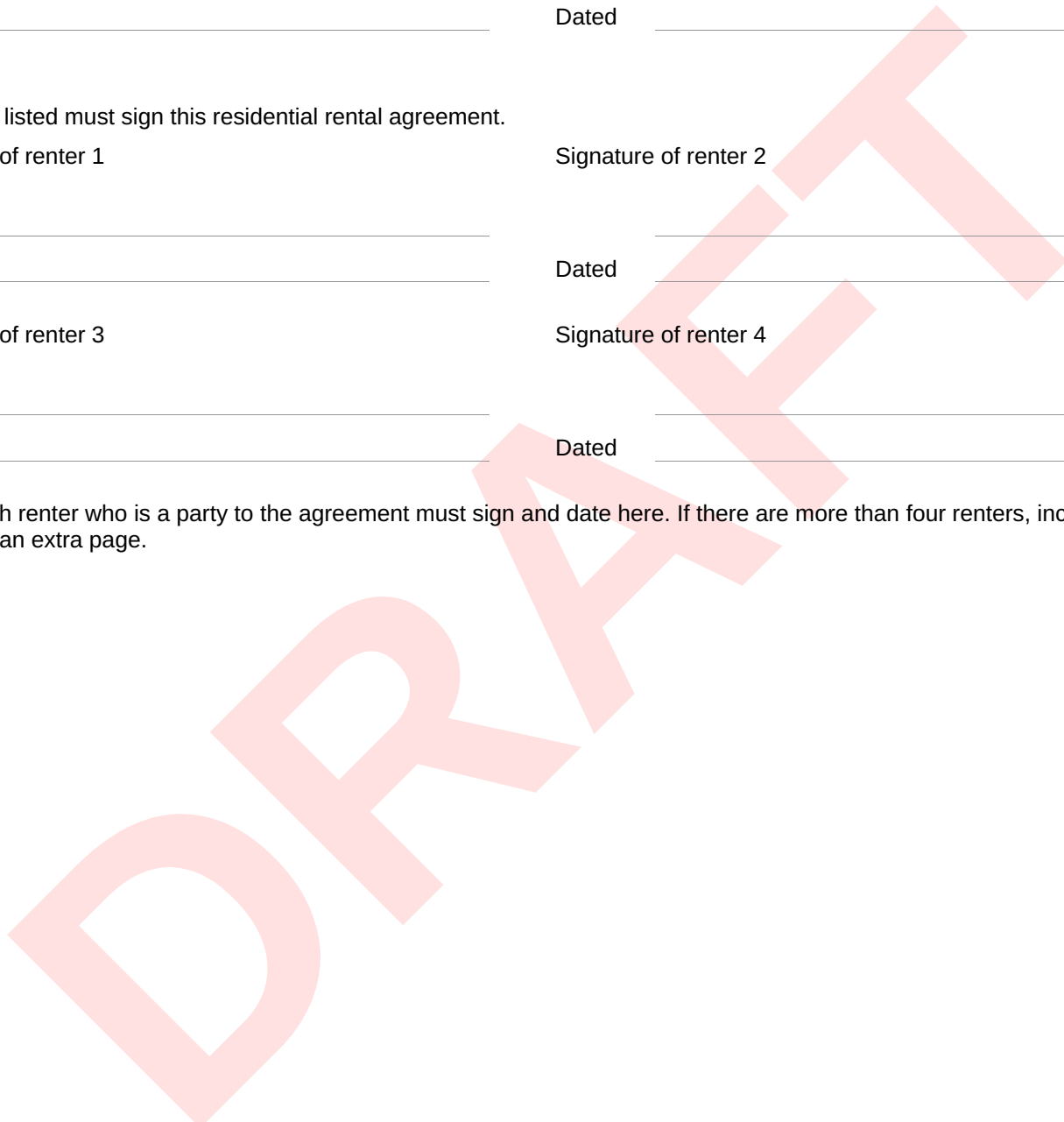
Signature of renter 3

Signature of renter 4

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.



**Annexure**

**Student Status**

The Renter acknowledges they are required to be a student enrolled in a recognised educational institution in order to enter into a lease agreement for the premises. The Renter acknowledges they must maintain their enrolment and provide proof of enrolment at the request of the Agent. The Renter acknowledges, should they no longer be enrolled as a student, they will be required to vacate the property within three ( 3 ) months of cessation of enrolment. The Renter acknowledges should they be in a fixed term agreement at the time of vacating, they will be required to pay all early termination fees.

**No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or the Agent in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. The Renter, where applicable, has waived their rights to inspect the premises prior to signing this agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**Availability of Premises**

The Agent will use its best endeavours so that the Premises are available on the Commencement Date.

**Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act. The Agent will confirm if these are applicable. It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or the Agent should the power not be connected at the commencement of this Agreement. The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

**Lost Keys**

The Renter is responsible for the replacement of any lost key, building fob, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. The Agent does not guarantee that it holds a spare set of keys to the Premises at its offices.

**Lockout**

The Renter acknowledges should they be locked out of their apartment or the building they will be liable to pay a lockout fee. The Renter acknowledges lockout services are provided at the Agents discretion. The Agent reserves the right to withdraw this service at any time.

**No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or the Agent of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or the Agent or their respective contractors.

**Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in the building rubbish area. The Renter agrees to not place rubbish in common areas including but not limited to stairwells, common lounges and study rooms. The Renter acknowledges they may receive an infringement fine should this occur. The Renter agrees to remove rubbish and waste from their premises daily.

**Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**Washing Machines**

The Renter will not install a washing machine into their premises without the express written permission of the Residential Rental Provider.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Annexure**

**Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter or transformer) at the premises which become defective during the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.

**Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Unilodge the following costs:

A pro-rata letting fee;

Reasonable administration costs;

Marketing costs as incurred by the Agent;

National tenancy database checks on each applicant or as required;

The continued payment of rent until the first to occur of the premises being relet or the current term of this agreement expiring;

If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys, building access fobs and any auto remote controls for the Premises to the Agent during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary. The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises. At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted) at the Renters cost.

**Cooking Facilities**

The Renter agrees they will not cook anywhere in the property except where kitchen facilities are provided.

**Renter Absence**

The Renter acknowledges they will notify the Agent in writing if they intend to be absent from the premises for a period longer than 14 days.

**Bicycle Facilities**

The Renter acknowledges any bicycle will be stored in the bicycle storage area and not kept inside the premises. Any bicycles stored are done so at the Renters own risk.

**Fire Alarm**

The Renter acknowledges that should they be deemed liable for incorrectly activating or triggering the fire alarm which results in a Fire Rescue Victoria (FRV) attendance, they will be liable for all costs associated with the FRV callout.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Annexure - Urgent Repairs Notice

## Section 66(3) of the Residential Tenancies Act 1997 (Vic) (RTA)

Details pertaining to the agent's ability to authorise urgent repairs to the premises pursuant to section 66(3) of the RTA are below.

Can the Agent authorise urgent repairs? Yes

The maximum value of the repairs for which the Agent can authorise? \$ 2000

### Emergency/After hours contact details

Emergency contact name The On Lygon Team

Emergency contact phone number 03 9000 6398

Emergency contact email address onlygon@unilodge.com.au

Urgent repairs must not be undertaken by the renter without first making reasonable attempts to arrange for the rental provider or the agent to immediately carry out the repairs and the renter has been unable to get the rental provider or agent to carry out the repairs.

If the renter is unable to get the rental provider or the agent to carry out the urgent repairs, after the renter has made reasonable attempts to do so, the renter:

1. may arrange for urgent repairs to be carried out at the premises;
2. the renter must give the rental provider 7 days written notice of the repairs carried out and the cost; and
3. the rental provider must reimburse the renter for the lesser of the reasonable cost of the repairs and \$2,500 (inclusive of GST) within 7 days after receiving written notice of the repairs and their cost from the renter.

Urgent repairs means any work necessary to repair or remedy:

- a burst water service;
- a blocked or broken toilet system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm or fire damage;
- a failure or breakdown of an essential service or appliance provided for hot water, water, cooking, heating, or laundering by the rental provider;
- a failure or breakdown of the gas, electricity or water supply;
- a failure or breakdown of any cooling appliance or service provided by the rental provider;
- a failure to comply with any minimum rental standards;
- a failure or breakdown of any safety-related device, such as a smoke alarm or pool fence;
- an appliance, fitting or fixture provided by the rental provider that uses or supplies water is malfunctioning in a way that is wasting or will waste a substantial amount of water;
- any fault or damage that makes the premises unsafe or insecure, including pest infestation, or mould or damp caused by or related to the building structure; and
- a serious fault in a lift or staircase.



**W241509N**  
230899 1404 SA-R



ARNOLD BLOCH LEIBLER  
(0050C)  
500c.

Reg 407 Subdivision (Body Corporate) Regulations 1989  
Subdivision Act 1988

NOTIFICATION OF CHANGE OR ADOPTION OF RULES

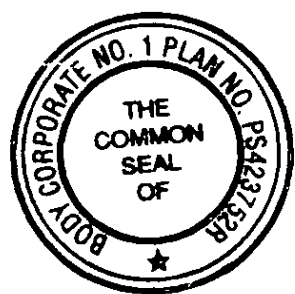
To the Registrar of Titles:

BODY CORPORATE NO. 1 PLAN NO. PS423752R

Attached is a copy of Special Rules adopted by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

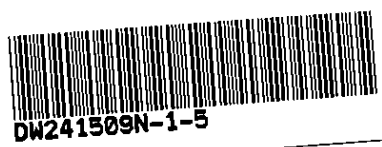
Dated this 30<sup>th</sup> day of July 1999.

THE COMMON SEAL of BODY )  
CORPORATE NO. 1 PLAN NO. )  
PS423752R was hereunto affixed in )  
accordance with Regulation 618 of the )  
Subdivision (Body Corporate) )  
Regulations 1989 in the presence of: )



[Signature]

Managing Agent



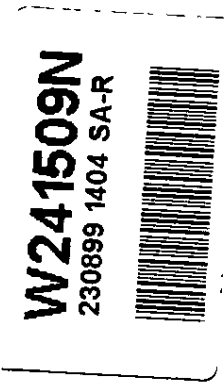




**SPECIAL RULES FOR BODY CORPORATE NO. 1 PLAN NO. PS423752R**

**COLLEGE SQUARE, CARLTON**

1. A member must not and must ensure that the occupier of a member's lot ("the Lot") does not and the occupier of a lot must not:
  - (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
  - (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area comprising the Lot or part of a Lot;
  - (c) use or permit any lot or common property to be used for any purpose which may be illegal or injurious to the reputation of the residences or which may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors;
  - (d) make or permit to be made any undue noise in or about the common property or any lot;
  - (e) make or permit to be made any noise from music or machinery which may be heard outside the Lot between the hours of midnight and 8.00 a.m.;
  - (f) keep any animal on the Lot or the common property;
  - (g) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate or the building manager;
  - (h) fit any covering over external areas of the Lot including balconies other than a folding awning and on windows other than a blind of fixed type each or otherwise as the Body Corporate or the building manager shall determine from time to time;
  - (i) move any furniture equipment or goods via any lifts stairs or other parts of the common property unless the prior written approval of the Body Corporate or the building manager is obtained and the moving of such items upon obtaining such approval is done at such time or times and in accordance with such directions as may be given by the Body Corporate or the building manager;
  - (j) store any materials or goods on the common property except with the prior written consent of the Body Corporate or the building manager and in accordance with the terms and conditions contained in that written consent;
  - (k) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any carparking areas forming a lot or part of the Lot;





DW241509N-3-0

- (l) carry out or permit to be carried out on the Lot any building work requiring a building permit or approval from any municipal or statutory authority unless:
  - (i) at least 21 days' written notice of intention to carry out the work accompanied by proper plans and specifications of and all permits and approvals relevant to the work, has been given to the Body Corporate by the member who owns the Lot;
  - (ii) where such works will affect any part of the common property, such plans and specifications are approved by the Body Corporate or any architect or other consultant appointed by the Body Corporate for such purpose;
  - (iii) the work is carried out in accordance with such reasonable directions as the Body Corporate may give.
- (m) obstruct any fire appliance cupboard, stairway, landing or lift lobby;
- (n) keep or leave open or permit to be kept or left open any security door or gate or the door into any stairwell;
- (o) permit any tradesman contractor or other person carrying out any works to be on the Lot or the common property:
  - (i) on a Saturday, Sunday or public holiday; or
  - (ii) before 9.00 a.m. or after 5.00 p.m. on any other dayexcept in the case of an emergency;
- (p) erect or display or permit any agent or person to erect or display any signs, hoardings, notices or sale or letting signs on the Lot or common property unless whilst Becton College Square Pty. Ltd. (A.C.N. 080 075 501) ("Becton") is the owner of Lots in the Plan the prior written approval of Becton is obtained, or after all Lots in the Plan have been sold by Becton unless the prior written approval of the Body Corporate is obtained;
- (q) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot or so as to be visible from outside the Lot;
- (r) display or exhibit pot plants outside the Lot in excess of the number permitted by the Body Corporate or of a size, type or material not permitted by the Body Corporate;
- (s) damage or deface or obstruct the common property;

**W241509N**  
230899 1404 SA-R



- (t) do on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the common property or any policy for such insurance may become void or voidable.
- (u) enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Body Corporate.
- (v) remove any fixed window brackets from an windows.

2 A member must and must ensure that the occupier of the Lot will:

- (a) at the member's cost replace any security key or card which is issued to the member by the building manager; and
- (b) comply with any directions made or action taken by the Body Corporate pursuant to the duty of the Body Corporate to manage and administer the common property under Regulation 301(1)(f) of the Subdivision (Body Corporate) Regulations 1989.





W241511K  
230899 1404 SA-R



ARNOLD BLOCH LEIBLER  
(00500)  
500c

Reg 407 Subdivision (Body Corporate) Regulations 1989  
Subdivision Act 1988

NOTIFICATION OF CHANGE OR ADOPTION OF RULES

To the Registrar of Titles:

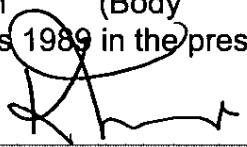
BODY CORPORATE NO. 3 PLAN NO. PS423752R

Attached is a copy of Special Rules adopted by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

Dated this 30<sup>th</sup> day of July 1999.

THE COMMON SEAL of BODY )  
CORPORATE NO. 3 PLAN NO. )  
PS423752R was hereunto affixed in )  
accordance with Regulation 618 of the )  
Subdivision (Body Corporate) )  
Regulations 1989 in the presence of: )



  
\_\_\_\_\_

Managing Agent



DW241511K-1-6



**SPECIAL RULES FOR BODY CORPORATE NO. 3 PLAN NO. PS423752R**

**COLLEGE SQUARE, CARLTON**

1. A member must not and must ensure that the occupier of a member's lot ("the Lot") does not and the occupier of a lot must not:
  - (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
  - (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area comprising the Lot or part of a Lot;
  - (c) use or permit any lot or common property to be used for any purpose which may be illegal or injurious to the reputation of the residences or which may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors;
  - (d) make or permit to be made any undue noise in or about the common property or any lot;
  - (e) make or permit to be made any noise from music or machinery which may be heard outside the Lot between the hours of midnight and 8.00 a.m.;
  - (f) keep any animal on the Lot or the common property;
  - (g) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate or the building manager;
  - (h) fit any covering over external areas of the Lot including balconies other than a folding awning and on windows other than a blind of fixed type each or otherwise as the Body Corporate or the building manager shall determine from time to time;
  - (i) move any furniture equipment or goods via any lifts stairs or other parts of the common property unless the prior written approval of the Body Corporate or the building manager is obtained and the moving of such items upon obtaining such approval is done at such time or times and in accordance with such directions as may be given by the Body Corporate or the building manager;
  - (j) store any materials or goods on the common property except with the prior written consent of the Body Corporate or the building manager and in accordance with the terms and conditions contained in that written consent;
  - (k) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any carparking areas forming a lot or part of the Lot;

**W241511K**  
230899 1404 SA-R





DW241511K-3-1

- (l) carry out or permit to be carried out on the Lot any building work requiring a building permit or approval from any municipal or statutory authority unless:
  - (i) at least 21 days' written notice of intention to carry out the work accompanied by proper plans and specifications of and all permits and approvals relevant to the work, has been given to the Body Corporate by the member who owns the Lot;
  - (ii) where such works will affect any part of the common property, such plans and specifications are approved by the Body Corporate or any architect or other consultant appointed by the Body Corporate for such purpose;
  - (iii) the work is carried out in accordance with such reasonable directions as the Body Corporate may give.
- (m) obstruct any fire appliance cupboard, stairway, landing or lift lobby;
- (n) keep or leave open or permit to be kept or left open any security door or gate or the door into any stairwell;
- (o) permit any tradesman contractor or other person carrying out any works to be on the Lot or the common property:
  - (i) on a Saturday, Sunday or public holiday; or
  - (ii) before 9.00 a.m. or after 5.00 p.m. on any other dayexcept in the case of an emergency;
- (p) erect or display or permit any agent or person to erect or display any signs, hoardings, notices or sale or letting signs on the Lot or common property unless whilst Becton College Square Pty. Ltd. (A.C.N. 080 075 501) ("Becton") is the owner of Lots in the Plan the prior written approval of Becton is obtained, or after all Lots in the Plan have been sold by Becton unless the prior written approval of the Body Corporate is obtained;
- (q) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot or so as to be visible from outside the Lot;
- (r) display or exhibit pot plants outside the Lot in excess of the number permitted by the Body Corporate or of a size, type or material not permitted by the Body Corporate;
- (s) damage or deface or obstruct the common property;

**W241511K**  
230899 1404 SA-R



- (t) do on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the common property or any policy for such insurance may become void or voidable.
- (u) enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Body Corporate.
- (v) remove any fixed window brackets from an windows.

2 A member must and must ensure that the occupier of the Lot will:

- (a) at the member's cost replace any security key or card which is issued to the member by the building manager; and
- (b) comply with any directions made or action taken by the Body Corporate pursuant to the duty of the Body Corporate to manage and administer the common property under Regulation 301(1)(f) of the Subdivision (Body Corporate) Regulations 1989.





W241510N  
230899 1404 SA-R



ARNOLD BLOCH LEIBLER  
(0050G)  
500c

Reg 407 Subdivision (Body Corporate) Regulations 1989  
Subdivision Act 1988

NOTIFICATION OF CHANGE OR ADOPTION OF RULES

To the Registrar of Titles:

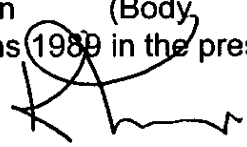
BODY CORPORATE NO. 2 PLAN NO. PS423752R

Attached is a copy of Special Rules adopted by the Body Corporate under Regulation 407 of the Subdivision (Body Corporate) Regulations 1989.

Dated this 30<sup>th</sup> day of July 1999.

THE COMMON SEAL of BODY )  
CORPORATE NO. 2 PLAN NO. )  
PS423752R was hereunto affixed in )  
accordance with Regulation 618 of the )  
Subdivision (Body Corporate) )  
Regulations 1989 in the presence of: )



  
\_\_\_\_\_

Managing Agent



DW241510N-1-8





DW241510N-2-5

**SPECIAL RULES FOR BODY CORPORATE NO. 2 PLAN NO. PS423752R**

**COLLEGE SQUARE, CARLTON**

1. A member must not and must ensure that the occupier of a member's lot ("the Lot") does not and the occupier of a lot must not:
  - (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
  - (b) park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area comprising the Lot or part of a Lot;
  - (c) use or permit any lot or common property to be used for any purpose which may be illegal or injurious to the reputation of the residences or which may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors;
  - (d) make or permit to be made any undue noise in or about the common property or any lot;
  - (e) make or permit to be made any noise from music or machinery which may be heard outside the Lot between the hours of midnight and 8.00 a.m.;
  - (f) keep any animal on the Lot or the common property;
  - (g) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate or the building manager;
  - (h) fit any covering over external areas of the Lot including balconies other than a folding awning and on windows other than a blind of fixed type each or otherwise as the Body Corporate or the building manager shall determine from time to time;
  - (i) move any furniture equipment or goods via any lifts stairs or other parts of the common property unless the prior written approval of the Body Corporate or the building manager is obtained and the moving of such items upon obtaining such approval is done at such time or times and in accordance with such directions as may be given by the Body Corporate or the building manager;
  - (j) store any materials or goods on the common property except with the prior written consent of the Body Corporate or the building manager and in accordance with the terms and conditions contained in that written consent;
  - (k) store or accumulate in public view or permit to be so stored or accumulated any materials goods or debris on any carparking areas forming a lot or part of the Lot;

**W241510N**  
230899 1404 SA-R





- (l) carry out or permit to be carried out on the Lot any building work requiring a building permit or approval from any municipal or statutory authority unless:
  - (i) at least 21 days' written notice of intention to carry out the work accompanied by proper plans and specifications of and all permits and approvals relevant to the work, has been given to the Body Corporate by the member who owns the Lot;
  - (ii) where such works will affect any part of the common property, such plans and specifications are approved by the Body Corporate or any architect or other consultant appointed by the Body Corporate for such purpose;
  - (iii) the work is carried out in accordance with such reasonable directions as the Body Corporate may give.
- (m) obstruct any fire appliance cupboard, stairway, landing or lift lobby;
- (n) keep or leave open or permit to be kept or left open any security door or gate or the door into any stairwell;
- (o) permit any tradesman contractor or other person carrying out any works to be on the Lot or the common property:
  - (i) on a Saturday, Sunday or public holiday; or
  - (ii) before 9.00 a.m. or after 5.00 p.m. on any other dayexcept in the case of an emergency;
- (p) erect or display or permit any agent or person to erect or display any signs, hoardings, notices or safe or letting signs on the Lot or common property unless whilst Becton College Square Pty. Ltd. (A.C.N. 080 075 501) ("Becton") is the owner of Lots in the Plan the prior written approval of Becton is obtained, or after all Lots in the Plan have been sold by Becton unless the prior written approval of the Body Corporate is obtained;
- (q) display or hang or permit to be displayed or hung any clothes or other articles on any part of the exterior of the Lot or so as to be visible from outside the Lot;
- (r) display or exhibit pot plants outside the Lot in excess of the number permitted by the Body Corporate or of a size, type or material not permitted by the Body Corporate;
- (s) damage or deface or obstruct the common property;

**W241510N**  
230899 1404 SA-R



- (t) do on the Lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the common property or any policy for such insurance may become void or voidable;
- (u) enter into any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the
- (v) remove any fixed window brackets from any window.

2 A member must and must ensure that the occupier of the Lot will:

- (a) at the member's cost replace any security key or card which is issued to the member by the building manager; and
- (b) comply with any directions made or action taken by the Body Corporate pursuant to the duty of the Body Corporate to manage and administer the common property under Regulation 301(1)(f) of the Subdivision (Body Corporate) Regulations 1989.
- (c) comply with and observe all arrangements made by the Body Corporate with Victorian YMCA Services Pty. Ltd. and Body Corporate No. 2 Plan No. 415534X in respect of the Recreational Facilities and Student Facilities contained in Common Property No. 2 on Plan of Subdivision No. 415534X including the swimming pool, gymnasium, sauna, multi-purpose room, lounge, BBQ area, volleyball and badminton court and seminar rooms;
- (d) comply with and observe all rules and regulations made by Victorian YMCA Services Pty. Ltd. and Body Corporate No. 2 Plan No. 415534X from time to time in respect of the aforementioned Recreational Facilities and Student Facilities referred to in Rule 2(c).

