

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 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: 746 Student Services Pty Ltd

Trading name: Student Living 800 Swanston

Address: 800 Swanston Street

Carlton State: VIC Postcode: 3053

Phone number: (03) 9349 2500 ABN/ACN (if applicable): 67 116 313 172

Email address: leasing.800swanston@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 doesn't include ancillary of \$119pp. Refer to page 11 item 21.9

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid _____ XXXX of each month

(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, 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 debit ☐ bank deposit ☐ cash ☐ cheque or money order



☐ other electronic form of payment, including Centrepay _____

Payment details (if applicable): Biller Code - 4481

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 800swanston@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	The 800 Swanston Team
Emergency contact phone number	(03) 9349 2500 - 24 hours
Emergency contact email address	800swanston@unilodge.com.au

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.

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.

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.

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.

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 in the amount of \$119 per month for single occupant and \$238 per month for 2 occupants. 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 Internet

The Renter acknowledges where supplied and paid for as part of the ancillary services, they will be given access to an internet service for the duration of their tenancy. The Agent will provide the Renter login details at the start of the lease.

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 twelve (12) 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

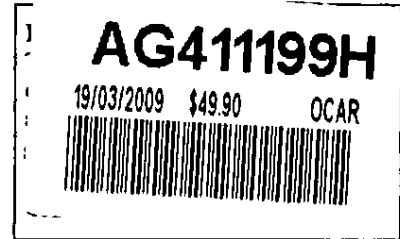
The Renter acknowledges that should they be deemed liable for incorrectly activating or triggering the fire alarm which results in a Fire Rescue Victoria (FRV) attendance, they will be liable for all costs associated with the FRV callout.

Charging of Electrical Devices

The Renters agree to comply with all rules and regulations set by the Owners Corporation. Bicycles, scooters, or similar personal transport devices must not be stored within the apartment premises. The charging of lithium-ion batteries within the apartment is strictly prohibited, except for mobile electronic devices such as laptops and mobile phones that comply with applicable Australian safety standards.

**Owners Corporation
Notification of making, amendment
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)



Lodged by: ...Baker & McKenzie.....
Name:
Phone:
Address:
Reference:
Customer Code: ...443M.....

Owners Corporation Number...1..... Plan number PS 515587S

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. If applicable, the special resolution passed on 25 November, 2008 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 19/3/09

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

Simone Jacinda Campbell

An Australian Legal Practitioner (within the
meaning of the Legal Profession Act 2004)
Baker & McKenzie, 39/525 Collins Street,
Melbourne, Victoria

The common seal of Owners Corporation Number 515587S

Plan number
was affixed in accordance with
Section 21 of the Owners Corporation Act 2006
in the presence of:

Lot Owner
Full name DAVID CARL THOMAS
Address 63 BOWEN ST
CAMBERWELL VIC 3124

Lot Owner
Full name MICHAEL FITZGERALD
Address 19 GOWAR AVE
CAMBERWELL VIC 3124 ✓



For current information regarding Owners Corporation, please obtain an Owners Corporation Search report

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010



Additional Rules
Body Corporate No.1
College Square on Swanston
Plan No 515587S
made under section 27 (2C) of the
Subdivision Act 1988 (Vic)

1. Definitions

In these Rules:

"Act" means the *Subdivision Act 1988*;

"Apartments FF&E" means furniture, fittings and equipment which is located in Lots as specified in schedule 1;

"Body Corporate" means Body Corporate No. PS 515587S and includes any Manager who, or committee established under Division 2 of Part 3 of the Regulations that, has been duly appointed and delegated by the body corporate to assume certain powers and duties of the body corporate and in particular to set the terms and conditions referred to in any of these Rules;

"Body Corporate Fees" includes but is not limited to all rates, charges, taxes and impositions (other than those levied directly against the Member's Lot), insurance of the Buildings and Property (including but not limited to public risk, reinstatement and industrial special risk), cleaning, electricity, fire protection, maintenance of lifts, general repairs and maintenance, security costs, bank fees and associated government charges, garden maintenance, airconditioning of Common Property, and like expenses associated with the maintenance and operation of the Buildings, Property and Common Property including Property Management Expenses, contributions to the FF&E Reserve, Facilities Management Expenses and any sinking fund established by the Body Corporate;

"Buildings" mean the buildings which are erected on the land in the Plan of Subdivision;

"Common Property" means the common property on the Plan of Subdivision;

"Common Property FF&E" means furniture fittings and equipment which is located in or on the Common Property;

"Developer" means College Square on Swanston Pty Ltd (ACN 083 728 429);

"Facilities Management Agreement" means the facilities management agreement between Body Corporate No PS 515587S and Victorian YMCA Accommodation Services Pty Ltd (ACN 081 270 706);

I, DAVID CARROTHERS, Chairperson, hereby
certify that this is a true and correct
copy of the Owners Corporation
Rules on Plan No PS515587S

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PS515587S

"Facilities Management Expenses" has the same meaning as defined in the Facilities Management Agreement;

"FF&E Reserve" means a fund established and maintained by the Property Manager on behalf of the Body Corporate for the replacement of or addition to Apartments FF&E and Common Property FF&E and for the purposes of replacing furniture fittings and equipment which become worn or defunct from use;

"Occupancy Agreement" means the occupancy agreement between the Property Manager on behalf of the Owner and any Permitted Occupant, as amended from time to time;

"Occupancy Fee" means the occupancy fee payable by a Permitted Occupant under an Occupancy Agreement;

"Lot" means a lot on the Plan of Subdivision and **"Lots"** means the lots on the Plan of Subdivision;

"Manager" means a manager appointed in accordance with Regulation 302 of the Regulations;

"Member" means a member of the Body Corporate and **"Members"** means the members of the Body Corporate;

"Permitted Occupant" means an occupant of a Lot as described in clause 4.10(a);

"Plan of Subdivision" means Plan of Subdivision No. 515587S;

"Property" means all of the land in the Plan of Subdivision and the improvements (including the Buildings) now or at anytime erected on that land;

"Property Management Agreement" means the agreement (and as amended from time to time) between the Body Corporate No PS 515587S and YMCA Property Management Services Pty Ltd (ACN 103 713 239);

"Property Management Expenses" has the same meaning as defined in the Property Management Agreement;

"Property Manager" means the person, firm or company appointed by the Body Corporate to manage the Property in accordance with the Property Management Agreement;

"Regulations" means the *Subdivision (Body Corporate) Regulations 2001*; and

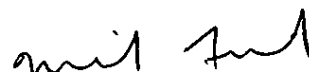
"Security Key" means key, swipe card, proximity card or any other device to secure the Building or gain access to any part of the Buildings.

2. Standard rules

A Member must not, and must ensure that the Permitted Occupant of a Member's Lot does not:



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- (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 Permitted Occupants of Lots or their families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left 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 specified for such purpose by the Body Corporate;
- (c) use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the Property or may cause a nuisance or hazard to any other Member or Permitted Occupant of any Lot or the families or visitors of any such Member or Permitted Occupant;
- (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 noise from music or machinery which may be heard outside the Member's Lot between the hours of midnight and 8.00am excluding the Developer; and
- (f) keep any animal on the Common Property after being given notice by the Body Corporate to remove the animal after the Body Corporate has resolved that the animal is causing a nuisance.

3. Negative obligations

3.1 Use of common property and lots

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) damage, deface or obstruct any entrances, passages, stairways, landings, pathways or any part of the Common Property or use them for any purpose other than the purpose for which they are provided or properly available for;
- (b) enter, or facilitate any person to enter, any plant room, machinery room, equipment area or other similar area without the prior written consent of the Body Corporate;
- (c) use any part of the Buildings, Lots or Common Property for a purpose other than the purpose for which it has been provided or for which it is properly available;
- (d) use or permit any person under his or her control to use roller blades, roller skates or a skateboard on the Common Property;
- (e) use or permit a Lot to be used other than for the uses set out in clause 4.10;
- (f) dispose of any cigarette butts or ash on to the Common Property other than in designated receptacles; and

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- (g) use or permit to be used in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision.

3.2 Interference with fittings, services or facilities

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:


- (a) obstruct windows, air vents, air-conditioning ducts, skylight or emergency exits in, or any other part of, the Common Property;
- (b) cover or obstruct any lights, sky lights, windows or other means of illuminations of the Common Property or the Buildings;
- (c) do any act or thing which affects the working of the air-conditioning in the Building (including, without limitation, altering any thermostat or other control in the Buildings, the Common Property or in the Lots);
- (d) obstruct or in any way interfere with any fire appliance (including sprinklers), cupboard, stairway, landing or lift lobby in the Building or permit any fire appliance, cupboard, stairway, landing or lift lobby in the Building to be obstructed;
- (e) obstruct or in any way interfere with the working of any other services, installations or facilities which are installed in or on the Common Property, including but not limited to pool equipment and gymnasium equipment; and
- (f) use or carry in any lift any bicycle, scooter and other similar form of transport.

3.3 Balconies and windows and outward appearance

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) hang or place on any balcony or in any window of a Member's Lot or in or about the Common Property anything which adversely affects the outward appearance or state of repair of a Member's Lot or the Common Property or which may otherwise affect the use and enjoyment of the Lots and Common Property by Members or Permitted Occupants;
- (b) hang or place any clothing or washing on or from any window;
- (c) use any window ledge or balcony as a place of storage;
- (d) keep a plant on a balcony if the planter which it is in allows water to drain through drainage holes in the planter unless the planter is in a container which will retain all water that drains from the planter;
- (e) keep or allow anything belonging to a Member or Permitted Occupant of a Member's Lot to be on any balcony or any part of the exterior of a Member's Lot after being given notice by the Body Corporate or Property Manager to remove that thing after the Body Corporate or Property Manager has resolved that the thing is

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causing a nuisance or adversely affects the use and enjoyment of the Lots or Common Property by Members and Permitted Occupants;

- (f) allow any garden, plant, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;
- (g) install or place, or permit to remain installed or placed, any air-conditioning unit, fan, satellite dish or other appliance on the external facade of a Lot.

3.4 Window furnishings

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not install or permit the installation in a Lot of any window furnishing visible from outside other than blinds, venetian blinds, curtains and drapes other than those specified by the Body Corporate from time to time.

3.5 Waste or garbage

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) store or keep waste or garbage other than in properly tightly secured receptacles in an area specified for such purpose by the Body Corporate or within the Member's Lot or as otherwise directed by the Body Corporate;
- (b) put any garbage or refuse anywhere on the Common Property other than in garbage bins, garbage chutes or containers so designated by the Body Corporate;
- (c) put any type of waste or garbage in Body Corporate garbage bins, garbage chutes or containers other than the type of waste designated for those bins;
- (d) put any waste or garbage in Body Corporate garbage bins, garbage chutes or containers unless securely tied in a plastic bag;
- (e) burn any rubbish or waste in or upon the Lot or the Common Property; and
- (f) throw, drop, or let fall any article or substance from or out of a Lot or the Common Property.

3.6 Alterations of Lots and Common Property

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) make any alteration, addition to, paint or decorate the exterior of a Member's Lot without the prior written consent of the Body Corporate;
- (b) carry out or permit to be carried out any building work requiring a building approval under the *Building Act 1993* (or an equivalent enactment) unless:
 - (i) at least 21 days' written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been

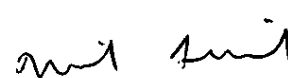


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- given to the Body Corporate by the Member who owns the Lot on which the work is proposed to be carried out;
- (ii) the Body Corporate gives its prior written approval of the work;
 - (iii) the work is carried out in accordance with such reasonable directions as the Body Corporate gives;
 - (iv) the work is carried out by a contractor approved in writing by the Body Corporate;
 - (v) the Member signs an indemnity prepared by the Body Corporate against all loss and damage caused directly or indirectly by the works;
 - (vi) the work complies with all laws; and
 - (vii) the work does not detract or interfere with the external appearance of the Building nor interfere with the business of any Permitted Occupants of the Building or rights granted to those Permitted Occupants;
- (c) make any alteration or addition to any part of the Common Property or to attach anything to any part of it; and
- (d) make any alteration to a Member's Lot which may cause or result in any damage or deterioration to the Buildings or any other Lot or the Common Property or which may otherwise adversely affect the use and enjoyment of the Property by other Members or Permitted Occupants.

3.7 Security

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) reproduce any keys or access devices issued by the Body Corporate for the Common Property;
- (b) do anything which may adversely affect the security protection of the Property or any Lot or Common Property including allowing a person not being a Member's or Permitted Occupant's visitor or person authorised by the Body Corporate to enter Common Property;
- (c) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose;
- (d) allow any agent, maintenance contractor or any other person who is not either a Member or a Permitted Occupant of a Member to have access to any part of the Property without first contacting the Property Manager and receiving its approval and only if accompanied by a representative of the Property Manager; and
- (e) change or modify any locking device or system restricting access on any door or window in any Lot or the Common Property.

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3.8 Miscellaneous

A Member must not and must do all things reasonable to ensure that the Permitted Occupant of a Member's Lot does not:

- (a) do anything that may result in any policy of insurance taken out by the Body Corporate becoming void or voidable or which may make the Body Corporate liable for increase in premium;
- (b) hold or allow to be held in any Lot or on any part of the Common Property any sale or auction without the written consent of the Body Corporate;
- (c) use or permit any lift in the Buildings to be used to carry goods or furniture unless:
 - (i) reasonable prior notice of intention to do so has been given to the Body Corporate and the Property Manager; and
 - (ii) the lift is fitted with protective covers provided by the Body Corporate or Property Manager when being so used;
- (d) permit any trades people or work people to be on a Lot or the Common Property;
 - (i) on a Saturday, Sunday or public holiday; or
 - (ii) before 9.00am or after 5.00pm on any other day;
- (e) place or leave any item on the Common Property so as to obstruct the Common Property or an entrance to a Member's Lot;
- (f) store any materials or goods on the Common Property except with the prior written consent of the Body Corporate and in accordance with the terms and conditions contained in that written consent;
- (g) contravene any requirement of any authority having jurisdiction over the Property and/or the Member's Lot;
- (h) bring in to or leave in the Buildings any bicycle or similar machine other than in the designated areas without the consent of the Body Corporate;
- (i) smoke in any part of the Common Property inside the Building without limitation in lifts, passageways, foyers and stairs;
- (j) use any method of heating, cooling or lighting any Lots other than those approved by the Body Corporate;
- (k) install in any Lot a safe or other item of greater mass than 100kg when full or generating a floor loading greater than 150 kg square metre when full, without the consent of the Body Corporate;
- (l) allow any agent or other party to place any signage or advertising (including "to let" or "for sale" signage) on any part of the Property unless the prior written approval

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of the Property Manager is obtained. This Body Corporate rule 3.8(l) does not apply to the Developer;

- (m) smoke cigarettes or other substances at any time within the Common Property or the Member's Lot except in those areas specifically designated by the Body Corporate for such use;
- (n) remove any furniture from the Lot without the prior approval of the Property Manager;
- (o) bring into any Lot any furniture without the prior approval of the Property Manager; and
- (p) if a Member appoints a letting agent, other than the Property Manager, the Member must provide to the letting agent a copy of the Body Corporate rules.

4. Positive Obligations

4.1 Accidents and Defects

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will:

- (a) promptly notify the Body Corporate and the Property Manager in writing of any accident occurring in the Buildings or on the Lots or Common Property or any defect in or damage to the Buildings, Lots or Common Property of which they become aware; and
- (b) promptly notify the Body Corporate and the Property Manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware.

4.2 Cleanliness

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will:

- (a) keep the Member's Lot clean and in good repair and condition;
- (b) take all reasonable steps to prevent infestation of the Member's Lot by vermin and insects; and
- (c) places its garbage or refuse receptacle for collection by the relevant local authority in each Member's designated place.

4.3 Pets and Animals

- (a) Despite Body Corporate rule 2(f), a Member must not keep any animal or pet on any Lot or the Common Property at any time whatsoever.

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- (b) A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will immediately remove any pet or animal from his or her Lot or the Common Property.

4.4 Taps

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot turn off all taps after use.

4.5 Directions by Property Manager and Body Corporate

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will obey all reasonable directions given by the Body Corporate and the Property Manager in relation to the Common Property including, without limitation, for:

- (a) the carriage of goods or furniture in lifts;
- (b) the use of services; and
- (c) no smoking policies.

4.6 Security

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will:

- (a) secure the Member's Lot when it is unoccupied and comply with the Body Corporate's and the Property Manager's reasonable directions about the Property's security;
- (b) at the Member's cost replace any Security Key which is issued to the Member by the Body Corporate or the Property Manager; and
- (c) upon request account for all Security Keys issued to the Member by the Body Corporate or the Property Manager.

4.7 Windows

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will as soon as possible arrange for the Property Manager to replace all broken windows in a Member's Lot at that Member's sole cost.

4.8 Emergencies

A Member must and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will:

- (a) participate in any emergency drill in the Buildings of which the Body Corporate or Property Manager gives reasonable notice; and

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- (b) evacuate the Building immediately and in accordance with the directions of any representative of the Body Corporate or the Property Manager when informed of an actual or suspected emergency.

4.9 Co-Operation

A Member must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot will work with the Body Corporate and the Property Manager to promote and ensure the proper and orderly working and operation of the Buildings, common facilities, Common Property and the services contained in the Buildings.

4.10 Occupation of Lots

- (a) A Member must ensure that all Permitted Occupants of the Member's Lot(s) are either:
 - (i) students currently enrolled at a recognised educational institution in Melbourne approved by the Property Manager;
 - (ii) students that were previously enrolled at a recognised educational institution approved by the Property Manager provided the students have not ceased being enrolled at that institution for a period exceeding 12 calendar months;
 - (iii) staff of a recognised educational institution in Melbourne approved by the Property Manager;
 - (iv) staff associated with the day to day operations of the Property;
 - (v) academics visiting a recognised educational institution in Melbourne approved by the Property Manager; or
 - (vi) family members of persons that satisfy items (i) to (v).
- (b) A Member must ensure that the number of Permitted Occupants in that Member's Lot does not exceed the maximum number of Permitted Occupants as decided by the Property Manager.
- (c) A Member must not lease to a Permitted Occupant or reside in the Lot themselves as a Permitted Occupant for any period that is generally less than 12 calendar months.
- (d) Any management plan approved by the Melbourne City Council for the Property (as described in condition 15 of Planning Permit No. 2004/0076) will take precedence over any rule contained in this rule 4.10.

4.11 Body Corporate

Each Member must pay all Body Corporate Fees to the Property Manager without deduction or set off.



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4.12 Compliance with Property Management Agreement and Facilities Management Agreement

A Member must, and must ensure that the Member's families and visitors and Permitted Occupants of a Member's Lot, comply with the Property Management Agreement and the Facilities Management Agreement.

4.13 Address of Members

Each Member must advise the Body Corporate of the private address and telephone number of the Member or if the Member is a company, the registered office of the company. Each Member must promptly inform the Body Corporate of any change in the address and/or telephone number and/or the registered office as the case may be.

4.14 Member's Mail

A Member must and must ensure that the Permitted Occupant of a Member's Lot regularly clears the mail box for that Member's Lot. If the mail box is located on Common Property and is not regularly cleared a Member must allow and must cause the Permitted Occupant of that Member's Lot to allow the Body Corporate or the Property Manager to clear the mail box.

5. Control of Common Property

The Body Corporate and the Property Manager (acting reasonably) may close, lock or otherwise control the Common Property from time to time and may take all actions as they deem necessary or appropriate to prevent and prohibit any person that it considers in its absolute discretion undesirable from entering the Common Property.

6. Occupancy of Lot

6.1 A Member who does not occupy its Lot must:

- (a) provide to the Body Corporate the name of the Permitted Occupant or Permitted Occupants occupying its Lot prior to the commencement of the tenancy;
- (b) provide a copy of these rules to the Permitted Occupant occupying its Lot; and
- (c) must ensure that any Permitted Occupant enters into an Occupancy Agreement.

6.2 A Member who does not occupy its Lot:

- (a) appoints the Property Manager as its agent to collect all monies payable by the Permitted Occupant of that Lot under the Occupancy Agreement; and
- (b) appoints the Property Manager as its agent to sign the Occupancy Agreement on a Member's behalf provided the Occupancy Fee payable under the Occupancy Agreement is a current market rate for similar premises or complexes and that the Occupancy Agreement is for a period generally not less than 12 months.

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SHEET 40

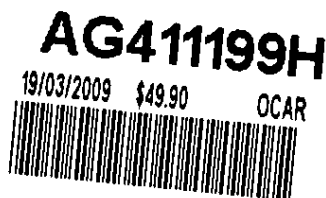
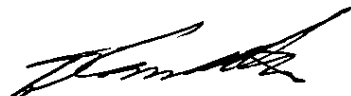
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- 6.3 The Member, if requested by the Property Manager, must provide the Property Manager with a power of attorney which provides for the Property Manager to exercise its powers provided under Body Corporate rule 6.2.

7. Furniture fittings and equipment

- 7.1 Each Member must pay its proportion of Body Corporate Fees (including its proportion to the FF&E Reserve) and any other expenses and costs incurred by the Property Manager on behalf of the Body Corporate and/or the Members. This is regardless of whether or not the Members Lot is leased, owner occupied or owner tenanted.



SHEET 41

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SCHEDULE 1 Apartment FF & E

(1). APARTMENT TYPE – HOLMWOOD

Double Bed & Mattress x 1 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercoat finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercoat finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 1 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercoat finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercoat.

Free Standing Desk

Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desk to be 33mm thickness finished with matching plastic laminate. Shelf box over to be 350mm depth constructed from 18mm plastic laminate finished with matching ABS edging. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercoat finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercoat finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(2). APARTMENT TYPES – LINCOLN, DRUMMOND, O'CONNELL

Double Bed & Mattress x 1 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercoat finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercoat finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 1 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercoat finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercoat.

Free Standing Desk

Nominal 2400mm long x 600 mm free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. Vertical fins.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercoat finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercoat finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(3). APARTMENT TYPES – WATKINS, EARL, YORK

Double Bed & Mattress x 1 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercoat finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercoat finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 1 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 1 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 2 No. 500 x 250 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercoat finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercoat.

Free Standing Desk

Nominal 2400mm long x 600 mm free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. Vertical fins.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercoat finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercoat finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

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(4). APARTMENT TYPES – OXFORD, OXFORD 2

Single Bed & Mattress x 1 No. Steel framed single bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high x 900mm wide nominal with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be 920 x 2040 nominal equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 1 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 2 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nominal size 760 x 760 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk
Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desk to be 33mm thickness finished with matching plastic laminate. Shelf box over to be 350mm depth constructed from 18mm plastic laminate finished with matching ABS edging. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(5). APARTMENT TYPES – BOUVERIE, WATERLOO, FINLAY

Double Bed & Mattress x 1 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 3 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 1 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 600 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 2 Seater table nominal size 800 x 800 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk
Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desk to be 33mm thickness finished with matching plastic laminate. Shelf box over to be 350mm depth constructed from 18mm plastic laminate finished with matching ABS edging. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(6). APARTMENT TYPE – ELM 3

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 600 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 2 No. 260 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 2 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nominal size 800 x 800 with 25mm thickness top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desks
Nominal 2400mm long x 600 mm free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. vertical fins
Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desk to be 33mm thickness finished with matching plastic laminate. Shelf box over to be 350mm depth constructed from 18mm plastic laminate finished with matching ABS edging. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

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(7). APARTMENT TYPE - CURRAN

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 6 No. 500 x 600 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 2 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nom size 800 x 800 with 25mm thickness top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk

2 No. 600 mm deep free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. vertical fins.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(8). APARTMENT TYPES - BARKLY, KELVIN

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 1 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 4 No. 250 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 2 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nom size 800 x 800 with 25mm thickness top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desks

Nominal 2400mm long x 600 mm free standing desks with 33mm thickness laminate top with contrasting ABS edging. Desks to have 2 No. vertical fins.

Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desk to be 33mm thickness finished with matching plastic laminate. Shelf box over to be 350mm depth constructed from 18mm plastic laminate finished with matching ABS edging.

Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(9). APARTMENT TYPES - ALFRED 1, ALFRED 2, ELM 2, ELM 1, ELM 5, REYNOLDS 1, MARK, REYNOLDS 3, BLACKWOOD, ALFRED 3, HOWARD, REYNOLDS 2, ELM 4

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 1 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 4 No. 450 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 2 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nom size 800 x 800 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk

2 No. 600 mm deep free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. vertical fins.

Window Furnishings Window furnishing to be Interko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Interko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seculion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.





(10). APARTMENT TYPES -- MILLER 1, MILLER 2

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Sakl Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 2 No. 450 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 2 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nom size 800 x 800 with 25mm thickness top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk

2 No. 800 mm deep free standing desk with 33mm thickness laminate top with contrasting ABS edging. Desk to have 2 No. vertical fins.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(11). APARTMENT TYPE -- BEDFORD

Double Bed & Mattress x 2 No. Steel framed double bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be equivalent to Sleepmaker Wayfarer Luxury (Firm). Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Sakl Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

Side Tables x 2 No. 250 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 2 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

4 Seater Table x 1 No. 4 Seater table nom size 800 x 800 with 25mm thickness top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desks

2 No. 800 mm deep free standing desks with 33mm thickness laminate top with contrasting ABS edging. Desks to have 2 No. vertical fins.

Nominal width x 600 deep slab ended type desk constructed with 33mm laminate finished top with contrasting ABS edging. Slab ends to desks to be 33mm thickness finished with matching plastic laminate.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(12). APARTMENT TYPES -- SUTTON, SUTTON 2, SUTTON 3, OWEN, PRESCOTT 2

Single Bed & Mattress x 2 No. Steel framed single bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high x 900mm wide nominal with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS section. Bed head to be hung with split battens. Mattress to be 920 x 2040 nominal equivalent to Sleepmaker Wayfarer Luxury (Firm). 2 No. mattresses to be Zip King. Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Sakl Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk

2 No. 1650 x 800 deep x nominal width laminate finished desks with 33mm laminate finished top with contrasting edge. Laminate finished bookshelf box.

Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas - Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.



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(13). APARTMENT TYPES – PRESCOTT 1, KEPPEL, ELLIOT

Single Bed & Mattress x 2 No. Steel framed single bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high x 900mm wide nominal with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS selection. Bed head to be hung with split battens. Mattress to be 920 x 2040 nominal equivalent to Sleepmaker Wayfarer Luxury (Firm). 2 No. mattresses to be Zip King. Steel bed frame to be sized to accept mattress.

Dining Chairs x 4 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk
2 No. 600 deep x nominal width laminate finished desks with 33mm laminate finished top with contrasting edge. Laminate finished bookshelf box. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(14). APARTMENT TYPES – GORDON, MANNINGHAM, PALMERSTON, PRESCOTT 3

Single Bed & Mattress x 2 No. Steel framed single bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high x 900mm wide nominal with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS selection. Bed head to be hung with split battens. Mattress to be 920 x 2040 nominal equivalent to Sleepmaker Wayfarer Luxury (Firm). 2 No. mattresses to be Zip King. Steel bed frame to be sized to accept mattress.

Dining Chairs x 3 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

4 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk
2 No. 600 deep x nominal width laminate finished desks with 33mm laminate finished top with contrasting edge. Laminate finished bookshelf box. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

(15) APARTMENT TYPE – BOUVIERIE 1

Single Bed & Mattress x 2 No. Steel framed single bed with timber slat mattress support. Steel framing to have selected powdercote finish. Independent bed head to be 750mm high x 900mm wide nominal with rebate detail. Bed head to be 25mm thickness constructed from Laminex Industries Structural Board finished with selected Beech Laminate. All edges to be finished with matching ABS selection. Bed head to be hung with split battens. Mattress to be 920 x 2040 nominal equivalent to Sleepmaker Wayfarer Luxury (Firm). 2 No. mattresses to be Zip King. Steel bed frame to be sized to accept mattress.

Dining Chairs x 2 No. Dining chair to be similar or equivalent to Club Décor Saki Chair. Chair to have steel frame with powdercote finish with Beech Veneered back panel and box cushion type seat upholstered with selected fabric.

Desk Chairs x 2 No. Multiply moulded beech veneered shell type chair metal base and castors. Chair to be equivalent or similar to Clue Chair.

Side Tables x 3 No. 500 x 500 steel framed side table with beech laminate finished 25mm thickness top with matching ABS edging.

TV Console / Wall Table x 1 No. 1000 x 350 steel framed wall table / console. Unit to be steel framed with beech laminate finished top and shelf steel frame to have powdercote finish.

Settee x 1 No. 2 seater settee equivalent to Club Décor Fitz sofa with upholstered seat and back. Inside face of arms to be finished with matching upholstery with outside face of arms finished with Beech Laminate. Sofa to have fabric upholstery.

Armchair x 1 No. Armchair to match settee design equivalent to Club Décor Fitz. Armchair to have selected fabric upholstery.

2 Seater Table x 1 No. 2 Seater table nom size 750 x 750 with 25mm thickness Laminex Industries Structural Board top with selected Beech Laminate finished with matching ABS edging. Base to be column disc type metal base finished with selected colour powdercote.

Free Standing Desk
2 No. 1650 x 600 deep x nominal width laminate finished desks with 33mm laminate finished top with contrasting edge. Laminate finished bookshelf box. Pinup panel provided between desktop and underside of shelves.

Window Furnishings Window furnishing to be Intarko or similar chain driven roller blind system with powdercote finished componentry and chrome finished chain drive. System to incorporate extruded aluminium Intarko aluminium sections and powdercote finished weighted bottom bar. Fabric to be equivalent to Hunter Douglas – Seclusion (Fire Rated Fabric) to selected colour. Blinds to extend down to window sill and to be either 2 or 3 window modules dependant on layout and apartment configuration.

Note: The following additional items of Apartment FF & E apply to all of the Apartment Types listed above:

Light fittings
Floor coverings
Toilet roll holder
Towel rails
Soap dish

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Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



Dear residents,

Re: Fire safety advice for tenants of residential buildings

Cladding Safety Victoria (CSV) is making sure all residents are aware that combustible cladding has been identified on the external walls of this apartment building.

In the two years since the Victorian Government announced its intention to establish our world-leading program, CSV has met with more than 535 owners corporations and funded 250 rectification solutions. Work is underway or complete on 200 of Victoria's highest-risk residential buildings.

Everyone has a part to play in fire safety. Included below are some practical steps to prevent fire starting and spreading:

- Remove rubbish, clutter and flammable items from balconies.
- Keep your balcony furniture away from exterior walls.
- Keep items one metre from air-conditioning units, including clothing that is on the balcony to dry.
- Ensure smoke alarms are not covered or disconnected and are tested each month. If smoke alarms have nine-volt batteries, it is critical they are replaced every year. Consider changing your smoke alarms to ones with a 10-year lithium battery.
- Do not smoke on balconies.
- Do not use barbecues on balconies.
- Do not store gas bottles on balconies.
- Always keep fire doors clear, closed and unlocked at all times.
- Know the building fire evacuation plan and be familiar with escape routes and escape procedures.
- Call 000 in an emergency.

Please take the above into account and regularly check to determine that your property is safe. If there are any concerns, please let your property manager or the owners corporation manager know as soon as any issue arises.

Any questions about your building or cladding rectification works should be directed to your property manager or the owners corporation.

Information about cladding rectification and fire safety for apartment buildings is available at www.claddingsafety.vic.gov.au.

For online resources, including fire safety information in many languages and downloadable posters, visit: <https://www.vic.gov.au/practical-fire-safety-tips>.

A handwritten signature in black ink, appearing to read "Dan O'Brien".

Dan O'Brien
Chief Executive

Gym Waiver

In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

Being of lawful age and in consideration of being permitted to participate in the activities described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or damage to property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activities described below, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.

The Participant understands that the Participant would not be permitted to participate in the activities described below unless the Participant signed this Agreement.

Details of Activities

The Participant will participate in the following activities:

Use of the gymnasium ("Gym") must always strictly conform to all directives described in Gym House Rules

Where the building has a pool - Use of the pool and the immediate surrounding area ("Pool") must always strictly conform to all directives described in Pool House Rules

Concurrent Release

The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

Fitness to Participate

The Participant acknowledges that the Participant does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above-mentioned activities. If required, the Participant will obtain a medical examination and clearance.

Full and Final Settlement

The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.

The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity provider for any loss of property or personal injury that the Participant may sustain while participating in or preparing for and of the above noted activities.

The Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.

The Agreement contains the entire agreement between the parties to the Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Victoria