

SCHEDULE 1 - DETAILS OF RESIDENTIAL TENANCY AGREEMENT - ACT

Important information

Please read this before completing the tenancy agreement.

1. This form is your written record of your tenancy agreement. This is a binding contract, so please read all terms and conditions carefully.
2. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the lessor or the lessor's agent and the tenant to show that both parties have read and agree to the attachments.
3. The lessor or the lessor's agent must give the tenant a copy of the signed tenancy agreement and any attachments, and two copies (or one electronic copy) of the completed condition report.

THIS AGREEMENT IS MADE ON

AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

Note: These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

~~Add all other tenants here:~~

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

~~Landlords agent details~~ : [If applicable]

Agent Name

~~Business address for serving of notices~~

~~Suburb:~~

~~State:~~

~~Postcode:~~

~~Contact details (this must include a phone number)~~

~~Tenants agent details: [If applicable]~~

~~Agent name:~~

~~Address for service of notices:~~

~~Suburb~~

~~State~~

~~Postcode~~

~~Contact Details~~

Term of agreement:

The term of this agreement is –

6 months

12 months

2 years

3 years

5 years

Other (please specify):

Periodic (no end date)

starting on

and ending on

[Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

The residential premises include:

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

Rent:

The rent is \$

per

week

payable in advance starting on

The method by which the rent must be paid:

(a) ~~Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the~~

~~landlord:~~

~~BSB number: account~~

~~number: account name:~~

~~payment reference:~~

 , or

(b) to

at

by cash, or

(c) as follows:

in accordance with clause 4.2 and clause 4.3 of the Additional Terms in Schedule 3

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [~~Cross out if there is not going to be a bond:~~

~~A rental bond of \$ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.~~

~~The tenant provided the rental bond amount to:~~

- ~~the landlord or another person, or~~
- ~~the landlord's agent, or~~
- ~~NSW Fair Trading through Rental Bond Online.~~

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than _____ persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Plumbing Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Other Repairs: tradesperson nominated by the Property Care Provider

Telephone: 139 342

Smoke Alarms

Indicate whether the smoke alarms installed in the premises are hardwired or battery operated —

- Hardwired smoke alarm
- Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

- Yes
- No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced—

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced -

Is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the premises?

Yes No

Utilities

Is electricity supplied to the premises from an embedded network?

Yes No

Is gas supplied to the premises from an embedded network?

Yes No

Giving notices and other documents electronically *[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes

Leasing@dha.gov.au

SCHEDULE 2 – STANDARD FORM

Standard Form Residential Tenancy Agreement

LESSOR AND TENANT MUST COMPLY WITH TERMS OF TENANCY AGREEMENT

1. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
2. The lessor cannot contract out of the provisions of the Residential Tenancies Act, except as provided in that Act.
3. A fixed term tenancy must be for the single period specified in the tenancy agreement.
4. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
5. A reference in this tenancy agreement to a notice to vacate is a reference to a notice in writing by the lessor requiring the tenant to vacate the premises in accordance with this tenancy agreement.
6. A reference in this tenancy agreement to a notice of intention to vacate is a reference to a notice in writing by the tenant advising the lessor of the tenant's intention to vacate the premises in accordance with this tenancy agreement.

COSTS AND PROCEDURES FOR ESTABLISHING TENANCY AGREEMENT

7. The lessor bears the cost of preparation and execution of this tenancy agreement.
8. The tenant is responsible for any legal costs that the tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The lessor must give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
10. The tenancy agreement must be signed by the tenant and by the lessor (or by their authorised agents).
11. The lessor must give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
12. If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

13. INFORMATION

- (1) The lessor must provide to the tenant a copy of an information booklet about residential tenancies authorised by the commissioner for fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor must inform the tenant of the booklet and where it may be obtained.
- (3) If the premises are a unit within the meaning of the Unit Titles Act 2001, the lessor must give the tenant a copy of the owners' corporation's rules before the commencement of this agreement.

Note:

- (4) Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.

BOND AND CONDITION REPORT

BOND

14. Payment of a bond is not required.

CONDITION REPORT

15.
 - (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 2 copies (or 1 electronic copy) of a condition report completed by the lessor to the tenant.
 - (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
16.
 - (1) The tenant must examine the report and indicate on the report the tenant's agreement or disagreement with the items.
 - (2) Within 2 weeks after the day the tenant receives the report, the tenant must return 1 copy of the report to the lessor, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.

17. The lessor must keep the condition report for a period of not less than 1 year after the end of the tenancy.

END OF TENANCY—INSPECTION AND CONDITION REPORT

- 18.
- (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
 - (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
 - (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

RENT AND OTHER CHARGES

RENT ONLY AS PAYMENT FOR THE TENANCY

19. The lessor must not require any payment other than rent for the following:
- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
 - (b) vacating of premises;
 - (c) obtaining a key to the premises; or
 - (d) information on the availability of tenancies.

HOLDING DEPOSITS

20. The lessor may not take holding deposits.

PAYMENT OF RENT

- 21.
- (1) The tenant must pay the rent on time.
 - (2) The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
 - (3) The tenant and lessor may agree that rent is to be paid electronically.
22. The lessor must not require the tenant to pay rent by post-dated cheque.

MAXIMUM RENT IN ADVANCE

23. The lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the tenant.

RENT RECEIPTS

24. If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.
25. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 1 week of its receipt.
- 26.

- (1) A receipt for payment of rent must specify the amount paid.
- (2) A receipt should specify the following:
 - (a) the date of payment;
 - (b) the period in relation to which the payment is made;
 - (c) the premises in relation to which the payment is made; and
 - (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the lessor must provide this information to the tenant within 4 weeks of a request by the tenant.

27. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

RENT RECORDS

- 28.
- (1) The lessor must keep, or cause to be kept, records of the payment of rent.
 - (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

INCREASE IN RENT

29. The amount of rent must not vary from period to period except as provided by this tenancy agreement.

30. The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.

NOTICE OF INCREASE

31. The lessor must give the tenant not less than 60 days' written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
32. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 3 weeks' notice to the lessor.

LESSOR'S COSTS

33. The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;
 - (b) services for which the lessor agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
 - (d) all services up to the time of measurement or reading at the beginning of the tenancy; and
 - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
34. The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).
35. The lessor must pay the annual supply charge associated with the supply of water or sewerage.
36. If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners' corporation charges.

TENANT'S COSTS

37. The tenant is responsible for the connection of all services that will be supplied in the tenant's name.
38. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
39. The tenant is not required by the lessor to connect or continue a telephone service.

READING OF METERED SERVICES

- 40.
- (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.
 - (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.
41. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement, the lessor is be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
- 42.
- (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.
 - (2) The tenant is responsible for payment of services to the date of that reading or measurement.

TENANT'S USE OF THE PREMISES WITHOUT INTERFERENCE

43. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.
44. The lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.
45. Unless otherwise agreed in writing, the tenant has exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

- 46.
- (1) The lessor must install and maintain smoke alarms in the premises.
 - (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Residential Tenancies Act, section 11B.

LESSOR TO MAKE REPAIRS

LESSOR TO PROVIDE PREMISES IN A REASONABLE STATE AT THE START OF THE TENANCY

- 47.
- (1) At the start of the tenancy, the lessor must ensure that the premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are—
 - (a) fit for habitation; and
 - (b) reasonably clean; and
 - (c) in a reasonable state of repair; and
 - (d) reasonably secure.
 - (2) An exclusion must be in writing and may, but need not, be included in the tenancy agreement (if in writing).
 - (3) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
 - (4) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
 - (5) If the tenant, or a person living at the premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* or the *Personal Violence Act 2016*, the tenant or person may change locks (at his or her own cost) without the agreement of the other party.
 - (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

LESSOR TO MAKE REPAIRS

- 48.
- (1) The lessor must maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
 - (2) The tenant must notify the lessor of any need for repairs.
 - (3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
49. The lessor is not obliged to repair damage caused by the negligence or wilful act of the tenant.
50. Subject to clause 49, the lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

REPAIRS IN UNIT TITLE PREMISES

51. If the premises are a unit under the Unit Titles Act 2001, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners' corporation to make the repairs as quickly as possible.

URGENT REPAIRS

52. The tenant must notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor must, subject to clause 54 and clause 55, carry out those repairs as soon as necessary, having regard to the nature of the problem.
49. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:
- (a) a burst water service;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm or fire damage;
 - (h) a failure of gas, electricity or water supply to the premises;
 - (i) the failure of a refrigerator supplied with the premise
 - (j) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
 - (k) a fault or damage that causes the premises to be unsafe or insecure;
 - (l) a fault or damage likely to cause injury to person or property;

- (m) a serious fault in any door, staircase, lift or other common area that inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

TENANT MAY AUTHORISE URGENT REPAIRS IN CERTAIN CIRCUMSTANCES

54. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
55. The following procedures apply to urgent repairs arranged by the tenant:
- (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
 - (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable — the repairs must be performed by a qualified tradesperson of the tenant's choosing;
 - (c) if the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
 - (d) if the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by the tenant

TENANT TO LOOK AFTER THE PREMISES

THE TENANT MUST TAKE REASONABLE CARE OF THE PREMISES AND KEEP THE PREMISES REASONABLY CLEAN

56. During the tenancy, the tenant must—
- (a) not intentionally or negligently damage the premises or permit such damage; and
 - (b) notify the lessor of any damage as soon as possible; and
 - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.
57. The tenant must replace the battery in a smoke alarm installed in the premises whenever necessary.
58. The tenant must leave the premises—
- (a) in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
 - (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

59. The lessor must not require the tenant to make alterations, improvements or renovations to the premises.

TENANT OF UNIT TO COMPLY WITH OWNERS' CORPORATION'S RULES

60. If the premises are a unit under the Unit Titles Act 2001, the tenant must comply with the owners' corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with this agreement.

TENANT MUST MAKE NO ALTERATIONS AND MUST NOT ADD ANY FIXTURES OR FITTINGS WITHOUT THE CONSENT OF LESSOR

- 61.
- (1) The tenant must not, without the lessor's written consent (which must be given or refused (acting reasonably) within 10 days), make any renovation, alteration or addition to the premises. The lessor may only refuse consent to an application by the tenant for special modifications (as defined in section 71AA of the Residential Tenancies Act) in accordance with section 71AB of the Residential Tenancies Act, in which case the tenant's request for consent for special modifications will be deemed to be an application for consent under section 71AB(2) of the Act.
 - (2) The lessor may give consent subject to a reasonable condition, including a requirement that the tenant use a suitably qualified tradesperson to undertake—
 - (a) the renovation, alteration, or addition; and
 - (b) any restoration at the end of the tenancy.
 - (3) Unless otherwise agreed, the tenant is liable for the cost of any renovation, alteration or addition to the premises.
 - (4) Unless otherwise agreed, at the end of the tenancy the tenant is responsible for restoring the premises to substantially the same condition as the premises were in at the commencement of the residential tenancy agreement, fair wear and tear excepted.

- (5) The lessor and tenant may agree that any renovation, alteration or addition to the premises remains in place at the end of the tenancy agreement.

62.

- (1) The tenant must not add any fixtures or fittings to the premises without the consent of the lessor.
- (2) The lessor's consent must not be unreasonably withheld.
- (3) The tenant must make good any damage to the premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the tenant before the tenant leaves the premises becomes the property of the lessor.

TENANT MUST NOT USE THE PREMISES FOR ILLEGAL PURPOSES AND MUST NOT DISTURB THE NEIGHBOURS

63. Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

64. The tenant must not:

- (a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or
- (b) cause or permit nuisance; or
- (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

TENANT MUST NOT SELL, DISPOSE OF, OR SUBLET TENANCY WITHOUT CONSENT OF LESSOR

65.

- (1) The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor, but the tenant may licence the premises without the requirement to obtain any consent.
- (2) Consent may be given at any time.
- (3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

TENANT MAY BE RESPONSIBLE FOR DAMAGE OR OTHER BREACH OF TENANCY AGREEMENT BY VISITORS OR GUESTS

66. The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
- (b) the person is on the premises with the permission of the tenant.

67. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

- (a) at the request of the lessor; or
- (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
- (c) without the consent of the tenant.

KEEPING ANIMALS ON PREMISES

68. The tenant may keep any animal(s), or allow any animal(s) to be kept, on the premises, provided the animal(s) are of the type and number allowed by local council and strata by-laws (if relevant).

69. The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping any animal(s) on the premises.

LESSOR'S ACCESS TO PREMISES

LESSOR CANNOT ENTER PREMISES EXCEPT AS PROVIDED IN TENANCY AGREEMENT

70.

- (1) The lessor must not require access to the premises during the tenancy except as provided by the law or this tenancy agreement or an order of a court.
- (2) The tenant may permit access to the premises by the lessor at any time.
- (3) If requested, the lessor or the lessor's agent must provide identification to the tenant.

71. The lessor must not have access to the premise —

- (a) on Sundays; or
- (b) on public holidays; or
- (c) before 8 am and after 6 pm;

- (d) other than—
- (e) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
- (f) with the consent of the tenant.

ACCESS IN ACCORDANCE WITH TENANCY AGREEMENT

ROUTINE INSPECTIONS

71. The lessor may, but is not required to, inspect the premises once in each period of 12 months following the commencement of the tenancy.
72. In addition to the inspections provided for in the previous clause, the lessor may, but is not required to, make an inspection of the premises—
- (a) within 1 month of the commencement of the tenancy; and
 - (b) in the last month of the tenancy.
- 73.
- (1) The lessor must give the tenant 2 weeks written notice of an inspection.
 - (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).

ACCESS FOR PURCHASERS AND NEW TENANTS

74. The tenant must permit reasonable access to the premises during the period of 3 weeks before the end of the tenancy, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective tenants.
75. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours' notice, to allow inspection of the premises by prospective purchasers of the premises provided:
- (a) the lessor intends to sell the premises; and
 - (b) the lessor has previously notified the tenant in writing of the lessor's intention to sell.

ACCESS FOR MAKING OR INSPECTING REPAIRS

- 76.
- (1) On giving the tenant 1 week notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
 - (2) For urgent repairs, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

NOTICE TO VACATE BY LESSOR

77. The notice to vacate must be in writing, and must include the following information:
- (a) the address of the premises;
 - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
 - (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy ends on the day that the tenant vacates the premises.

NOTICE OF INTENTION TO VACATE BY TENANT

- 78.
- (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
 - (2) On receiving a notice of intention to vacate, the lessor may—
 - (a) accept the notice and accept that the tenancy ends on the date nominated in the notice; or
 - (b) apply to a court for confirmation of the tenancy agreement, an order for compensation or both.
79. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice of intention to vacate must contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy terminates on that date.

TERMINATION WHERE PREMISES ARE NOT FIT FOR HABITATION

80. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) the premises are not fit for habitation;
 - (b) the premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
- 81.
- (1) In either case the lessor must give not less than 1 weeks' notice of termination of the tenancy, and the rent abates from the date that the premises are uninhabitable.
 - (2) The tenant may give 2 days' notice of termination of the tenancy.
 - (3) If neither the lessor nor the tenant give notice of termination of the tenancy, the rent abates for the period that the premises are unable to be used for habitation, but the tenancy resumes when they are able to be used again.

TERMINATION OF TENANCY BY TENANT

TERMINATION ON OR AFTER END OF FIXED TERM

- 82.
- (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks' notice of the date when the tenant intends to vacate the premises.
 - (2) The tenancy ends on the date specified by the tenant.
- 83.
- (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks' notice of the date when the tenant intends to vacate the premises.
 - (2) The tenancy ends on the date specified by the tenant.

TERMINATION FOR BREACH BY LESSOR

84. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may give the lessor written notice of intention to terminate the tenancy in accordance with clause 84.
85. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - (b) if the lessor remedies the breach within that 14-day period—the tenancy continues;
 - (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant must give 2 weeks' notice of intention to vacate;
 - (d) the tenancy agreement terminates on the date specified by the tenant;
 - (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later; and
 - (f) if the lessor remedies the breach during the period of the notice of intention to vacate—the tenant, at the tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

TERMINATION OF TENANCY BY LESSOR

TERMINATION FOR FAILURE TO PAY RENT

86. The lessor may terminate the tenancy and evict the tenant on the ground of non-payment of rent in the following circumstances:
- (a) rent has been unpaid for 4 weeks. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
 - (i) served not earlier than 4 weeks after the day when the rent was due; and
 - (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 14 days of the date of service of the notice to remedy, no further action must be taken and the tenancy continues; and
 - (c) if all rent is not paid within 14 days of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 4 weeks of service of the notice to vacate.

TERMINATION OF TENANCY FOR BREACH OTHER THAN NONPAYMENT OF RENT

87. The lessor may terminate the tenancy and evict the tenant on the ground of breach of the tenancy agreement in the following circumstances:
- (a) the lessor must serve a written notice requiring the tenant within 4 weeks after the day of service to remedy the breach if it is capable of remedy; and
 - (b) if the breach cannot be remedied, and the tenant does not pay reasonable compensation to the lessor for the loss or damage suffered by the lessor as a consequence of the breach within 14 days after the day of service—the lessor may give a notice to the tenant to vacate the premises within 2 weeks after the date of service of the notice to vacate.

TERMINATION OF TENANCY WITHOUT CAUSE

88. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the end of the notice provided that—

- (a) the notice is for 26 weeks; and
- (b) the notice does not require the tenant to vacate the premises during a fixed term.

89.

- (1) If the lessor serves a notice on the tenant under clause 87 requiring the tenant to vacate the premises at the end of the notice, the tenant may vacate the premises before that day without breaching the residential tenancy agreement by giving the lessor a notice of intention to vacate—
 - (a) if the term of the tenancy ends in less than 2 weeks—at least 4 days before vacating the premises; and
 - (b) in any other case—at least 3 weeks before vacating the premises.
- (2) If subclause (1) applies, the tenancy terminates on the day the tenant vacates the premises.

TERMINATION OF PERIODIC TENANCY

90.

- (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
 - (a) 8 weeks' notice if the lessor genuinely intends to live in the premises;
 - (b) 8 weeks' notice if the lessor genuinely believes the lessor's immediate relative intends to live in the premises;
 - (c) 8 weeks' notice if the lessor genuinely believes an interested person intends to live in the premises;
 - (d) 8 weeks' notice if the lessor genuinely intends to sell the premises;
 - (e) 12 weeks' notice if the lessor genuinely intends to reconstruct, renovate or make major repairs to the premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the tenant living in the premises.
- (1A) If the lessor serves a notice to vacate on the ground of an intention or belief mentioned in subclause (1) (a), (b) or (c), the lessor must also give the tenant a statutory declaration about the intention or belief.
- (2) In this clause:

immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

interested person, for a lessor, means a person who is not an immediate relative of the lessor but who has a close family or personal relationship with the lessor and who has a reasonable expectation arising from that relationship that the lessor would provide accommodation for that person.

91.

- (1) If a tenant is required to vacate the premises in accordance with clause 89, the tenant may vacate the premises at any time during the 2 weeks before the date specified in the notice to vacate provided the tenant gives the lessor 4 days' notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

NOTICES OF ADDRESS FOR SERVICE

92.

- (1) At the commencement of the tenancy, the lessor and the tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 2 weeks of the change.

- 93. On vacating the premises, the tenant must advise the lessor of a forwarding address.
- 94. If 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

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SCHEDULE 3 – ADDITIONAL TERMS

1. ACKNOWLEDGEMENTS

1.1. Lease terms

The parties acknowledge and agree that this agreement comprises the Lease Form, Annexure A, being the Schedule 1- Details of Residential Tenancy Agreement, the Schedule 2 - Standard Form and these Schedule 3 - Additional Terms. These Additional Terms will override the terms of the Standard Form and the Details of Residential Tenancy Agreement to the extent of any inconsistency or discrepancy.

1.2. Landlord's acknowledgements

The landlord acknowledges and agrees that:

- a. it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;
- b. it will comply with any notice, reporting or other requirements under law; and
- c. there is no bond payable by the tenant to the landlord.

2. EXTENSION OF TERM

2.1. The tenant's right to extend the Term

Without limiting the Standard Form, and in addition to the rights and obligations of the landlord and tenant under the Standard Form, the tenant may, by written notice to the landlord, exercise one of the following rights once:

- a. extend the Term by a period of _____; by exercising one of the following rights where applicable.
 - extend the Term by a period of 3 years;
 - extend the Term by a period of 24 months;
 - extend the Term by a period of 18 months;
 - extend the Term by a period of 12 months;
 - extend the Term by a period of 6 months; and
- b. extend the Term by up to 12 months.

2.2. Notice of extension of Term

A notice under this clause must:

- a. be given at least 3 months before the date, which but for that extension, would have been the terminating date of this agreement;
- b. specify which sub-clause of clause 2.1 of these Additional Terms is invoked;
- c. specify the period by which the Term is to be extended; and
- d. specify the new Terminating Date.

2.3. Effect of giving notice

After giving the notice pursuant to this clause 2 of these Additional Terms, the Terminating Date is extended accordingly even if such extension is not registered.

3. RENT

3.1. Payment of Rent

- a. The tenant will pay the Rent by electronic funds transfer at the direction of the landlord. The landlord must make adequate arrangements to enable payment by this method.
- b. Despite clause 23 of Schedule 1 – Standard Form, the Tenant elects to pay Rent (other than the first and last payments) monthly in advance on the first day of each calendar month.

- c. The first Rent payment, which includes a partial Rent payment in arrears and the first full month Rent payment in advance, will be paid:
 - (i) where the Commencing Date is before the twenty-third day of the month, on the first day of the following month; or
 - (ii) where the Commencing Date is on or after the twenty-third day of the month, within 7 Business Days of the first day of the following month.
- ci. The last Rent payment is payable in arrears.

3.2. Calculation of Rent

- a. The Rent accrues from day to day.
- b. The monthly payment is calculated as follows:

$$\text{monthly Rent} = \text{weekly Rent} \times 4.3482$$

- c. If the first or last Rent payment is for a period of less than a full calendar month, the Rent for the broken Rent period is calculated on a daily basis as follows:

$$\text{daily Rent} = \text{weekly Rent} \times 0.1429$$

4. DIRECTION FOR RENT PAYMENT

4.1. Acknowledgment

The parties acknowledge and agree that any direction under this clause 4 regarding payment of the Rent by the tenant is not intended to reduce or offset the amount of Rent payable by the tenant to the landlord under this agreement.

4.2. Direction to pay

The landlord directs the tenant to make payment of the Rent in the following manner:

Payment direct to Landlord – _____ % of the Rent direct to the landlord in the account nominated by the landlord

Payment direct to Property Care Provider - _____ % of the Rent direct to the Property Care Provider in the account nominated by the Property Care Provider.

4.3. New directions to pay from time to time

- a. Subject to clause 4.3(c), the parties agree that the landlord may, from time to time, by notice in writing to the tenant, issue a new direction for Rent payment under clause 4.2 of these Additional Terms, and the tenant will comply with that new direction from the date of receipt.
- b. If a new direction for Rent payment under clause 4.3.a. of these Additional Terms is expressed as only having effect for a particular month, the tenant will revert to paying the Rent in accordance with clause 4.2 of these Additional Terms for subsequent months (after giving effect to the direction for the relevant month).
- c. Any new direction for Rent payment issued under clause 4.3(a) must only involve an increase in the percentage of the Rent payable directly to the Property Care Provider under clause 4.2 and must not involve a decrease in that percentage.

5. RENT REVIEW

Review dates and method of Rent review

- 5.1. a. The Rent will be reviewed and assessed as follows:

Review Date	Method of review
<p><u>First Review Date:</u> 31 December of the year in which this Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year.</p>	<p>The landlord must notify the tenant in writing of the Landlord's Assessment at least 60 days before the First Review.</p> <p>Unless clause 5.4 of these Additional Terms applies, the new Rent payable from the First Review Date is the New Rent Amount stated in the Landlord's Assessment.</p>
<p><u>Second and subsequent Review Dates:</u> Every 31 December for the Term</p>	<p>By using the same Rent Review process as for the First Review Date in the row above, except that references to "First Review Date" will be read as references to the second or subsequent Review Dates (as appropriate).</p>

5.2. When and how Rent will be reviewed

- a. The Rent will be reviewed by the landlord as at each relevant Review Date, in the manner shown in the table in clause 5.1 of these Additional Terms.
- b. Nothing in this clause 5 of these Additional Terms derogates from the landlord's obligations under clause 29 to 31 of the Standard Form or the *Residential Tenancies Act 1998* (ACT).

5.3. Date from which new Rent applies

Subject to clause 5.4, if the Rent review:

- a. is completed by the relevant Review Date, then, subject to the terms of this agreement, the new Rent takes effect on the relevant Review Date; or
- b. is not completed by the relevant Review Date:
 - (i) the tenant must continue to pay Rent at the rate applicable for the previous period until the Rent review process has been completed and the Landlord's Assessment has been issued; and
 - (ii) once the Landlord's Assessment has been issued:
 - A. the tenant must pay the landlord the amount of any underpayment within 10 Business Days of the Landlord's Assessment; or
 - B. the landlord must refund to the tenant the amount of any overpayment within 10 Business Days of demand by the tenant,

and the tenant elects to pay an increase in Rent with effect from the relevant Review Date even if the Landlord gives notice of the Rent increase after the time required by clause 31 of the Standard Form.

5.4. Dispute between parties about Landlord's Assessment

- a. If either party objects to the New Rent Amount stated in the Landlord's Assessment, or if the Landlord does not issue a Landlord's Assessment within a reasonable period of time after the relevant Review Date, the objecting party must notify the other party in writing and with effect from the relevant Review Date:
 - (i) no later than 20 Business Days after the date of service of the Landlord's Assessment; or
 - (ii) within a reasonable period of time after the relevant Review Date if no Landlord's Assessment has been received.
- b. The parties agree that they will refer all disputes in relation to the Landlord's Assessment or the Landlord's failure to issue a Landlord's Assessment (**Lease Rent Review Dispute**) to dispute resolution under this clause 5.4.
- c. In the event of any Lease Rent Review Dispute, the disputing party may request in writing the Chair of the Australian Property Institute or the Australian Valuers Institute to appoint a valuer

who is a certified practicing and registered valuer with the Australian Property Institute or the Australian Valuers Institute (as relevant) in the Australian Capital Territory (the **Chair's Valuer**) to determine the new current market Rent for the Premises, and in that case:

- (i) in making its determination, the Chair's Valuer must apply the valuation criteria set out in the Landlord's Valuation Guide;
 - (ii) the costs of the Chair's Valuer must be met by the landlord and tenant equally; and
 - (iii) any determination of the new Rent by the Chair's Valuer will be conclusive and binding on the parties.
- d. Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount assessed by the Chair's Valuer as being the new Rent:
- (i) the tenant must pay the landlord the amount of any underpayment (calculated from the previous Review Date) within 10 Business Days of such determination; or
 - (ii) the landlord must refund to the tenant (calculated from the previous Review Date) the amount of any overpayment within 10 Business Days of demand by the tenant.
- di. The landlord is not precluded from objecting to the Rent and initiating a Lease Rent Review Dispute on the basis that the landlord served the Landlord's Assessment.
- dii. If the valuer fails to decide the new Rent within 10 Business Days after its appointment, the parties may agree to appoint (or either party may request the appointment of) a further valuer under clause 5.4(c).

6. OCCUPANCY

6.1. Occupancy arrangements

Provided that the tenant continues to pay Rent in accordance with this agreement, the landlord consents to the tenant:

- a. allowing Defence Force personnel and other persons specified under the DHA Act to occupy the Premises; or
- b. if the tenant does not require the Premises for housing Defence Force personnel or other specified persons under the DHA Act:
 - (i) allowing other persons to occupy the Premises; or
 - (ii) leaving the Premises unoccupied.

7. PROPERTY CARE CONTRACT

7.1. Relationship between Property Care Contract and lease

- a. It is an essential term of this agreement that this agreement and the Property Care Contract run concurrently and end simultaneously to enable DHA to meet its obligations under the DHA Act.
- b. The parties acknowledge and agree that:
 - (i) this agreement is interdependent with the Property Care Contract;
 - (ii) if this agreement is terminated or is surrendered, the Property Care Contract automatically (and without the need for any action to be taken, or any notice to be given, by either party) terminates on the date of termination or surrender of this agreement;
 - (iii) if the Property Care Contract is terminated:
 - a. the tenant may give up possession of the Premises and the landlord will be deemed to have consented to the tenant giving up possession of the Premises;
 - b. this agreement will terminate without any further action being required to be taken by either party; and
 - c. the tenant will not be obliged to pay any break fee to the landlord;
 - (iv) in the event the landlord sells the Premises by way of Mid-Lease Sale, the landlord will ensure that any third party purchaser of the Premises (**Third Party Purchaser**) executes

a deed of novation of the Property Care Contract in accordance with the terms of the Property Care Contract; and

- (v) if there is any inconsistency between the provisions in this agreement and the provisions in the Property Care Contract, the provisions in this agreement will prevail to the extent of the inconsistency.

c. The parties acknowledge that:

- (i) the Property Care Provider and the tenant are the same entity;
- (ii) DHA acts in 2 different capacities, namely as the tenant under this agreement and the Property Care Provider under the Property Care Contract; and
- (iii) DHA will be referred to in this agreement by either the name "tenant" or "Property Care Provider" (as appropriate) to clarify the relevant capacity in which DHA is acting.

8. GENERAL PROVISIONS

8.1. Lease Registration

a. The tenant must, at the tenant's cost:

- (i) register this agreement;
- (ii) register a variation of this agreement if the Term is extended under clause 2.2 of these Additional Terms; and
- (iii) deliver a copy of each registered document to the landlord within 4 weeks of the parties executing this agreement or any extension of Term.

8.2. Caveatable interest

- a. The tenant may lodge a caveat to protect its leasehold interest in the Premises.
- b. The landlord will not raise any objection to the lodgment of the caveat.

8.3. Mortgagee's consent

If the Premises are subject to a mortgage or charge, the landlord must obtain the unconditional mortgagee's or chargee's consent to this agreement at the landlord's cost, and provide the tenant with a copy of such consent. Such consent must be in the form attached to this agreement at Attachment A and in any other form required to register this agreement.

8.4. Other legal costs

- a. The landlord must pay any applicable stamp duty in relation to this agreement.
- b. The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

8.5. Insurance by landlord

- a. The landlord must take out and maintain, at its cost, appropriate insurance to cover the Premises and the Landlord's obligations in relation to the Premises, including:
 - (i) building insurance, against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, and malicious damage, for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by law and incidental expenses) at the time of loss or damage; and
 - (ii) public liability insurance, for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Premises, for not less than the amount of \$20 million per occurrence (or for such other reasonable amount which the landlord and the tenant agree).

- b. If, during the Term:
- (i) a building on the Premises is damaged or destroyed by a risk against which the landlord is required by this agreement to insure;
 - (ii) the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the tenant; and
 - (iii) the tenant has notified the landlord within 20 Business Days after the date of the damage or destruction that it requires the landlord to reinstate the building,
- subject to any rights of the landlord to terminate this agreement under the Standard Form or these Additional Terms, the landlord agrees to act promptly and do its best to reinstate the building, including:
- (iv) claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
 - (v) obtaining any permission, permits and consents that may be required under law to enable the landlord to reinstate the building; and
 - (vi) using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the building, making up any difference between the cost of reinstating and the insurance proceeds.
- c. The landlord must provide evidence of the currency of its insurance policies to the tenant within 7 Business Days of a request in writing by the tenant.
- d. The landlord agrees to notify the tenant promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

8.6. GST

- a. In this clause:
- (i) "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this agreement;
 - (ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and
 - (iii) "Supply" means any supply, as defined in the GST Law, made by a party under this agreement.
- b. If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.
- c. Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.
- d. As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

8.7. No waiver

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

8.8. Entire agreement

This agreement:

- a. supersedes all prior understandings or agreements between the parties (except for the Property Care Contract) and any prior condition, warranty, indemnity or representation given or

made by a party in connection with their subject matter (except to the extent contained in the Property Care Contract);

- b. may be varied only by an instrument in writing signed by or on behalf of both the landlord and the tenant; and
- c. and the Property Care Contract and any other documents or information required to be provided by the parties under the Details of Residential Tenancy Agreement, the Standard Form or these Additional Terms constitutes the entire agreement between the landlord and the tenant as to their subject matter.

8.9. No merger

None of the terms and conditions of this agreement or any other agreement between the parties (including the Property Care Contract), nor any act, matter or thing done in relation to this agreement or any other agreement (including the Property Care Contract), will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement (including the Property Care Contract), all of which will continue in full force and effect.

8.10. No partnership or agency

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venture between the parties.

8.11. Notices

- a. A notice given under this agreement must be in writing and, if there is an approved form, in the approved form.
- b. A notice may be given to a party to this agreement or (in the case of the landlord) to the landlord's agent:
 - (i) by giving it to the party or agent personally;
 - (ii) if an address for service for the party or agent is stated in this agreement for service of notices – by leaving it at the address or sending it by prepaid post as a letter to the address;
 - (iii) if a facsimile number for the party or agent is stated in this agreement for service of notices – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions Act 2001 (ACT)*; or
 - (iv) if an email address for the party or agent is stated in this agreement for service of notices – by sending it electronically to the email address in accordance with the *Electronic Transactions Act 2001 (ACT)*.
- c. The parties agree that any communications delivered electronically through the tenant's and/or Property Care Provider's online portal will constitute a notice delivered via email for the purposes of this agreement.
- d. If no address for service is stated in this agreement for the tenant, the tenant's address for service is taken to be the address of the premises.
- e. A party or the lessor's agent may withdraw his or her consent to notices being given to them by a particular means only by giving notice to each other party that notices are no longer to be given to them by that particular means.
- f. A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address, in which case the new address for service, facsimile number or email address is taken to be the address for service, facsimile number or email address for the purposes of this agreement from the date of the notice.
- g. Unless the contrary is proved:
 - (i) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address;
 - (ii) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post;

- (iii) a notice sent by facsimile is taken to have been received at the place to which the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
- (iv) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

8.12. Severability

- a. To the extent permitted by law, all provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- b. If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable:
 - (i) that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
 - (ii) the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this agreement.

8.13. Counterparts

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

8.14. Interpretation

Unless the context otherwise precludes it:

- a. where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;
- b. the singular includes the plural and vice versa, and a reference to one gender includes all genders;
- c. a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;
- d. a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;
- e. a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;
- f. headings are for guidance only and do not affect interpretation;
- g. no rule of construction will apply to the detriment of a party because that party was responsible for the drafting of this agreement or any part of it;
- h. anything to be done on a day which is not a Business Day will be due on the immediately following Business Day; and
- i. mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.

9. FEDERAL, STATE AND TERRITORY LAWS

9.1. Application of laws

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the Australian Capital Territory but nothing in this agreement is to be construed as binding the tenant to comply with any laws or requirements which do not apply to it of their own force.

10. DEFINITIONS

The following definitions apply to the Additional Terms unless a contrary intention appears: **Additional Terms** means these additional terms in Schedule 3 of Annexure A to this agreement.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory.

Commencing Date means the date set out on page 2 of the Lease Form.

Defence Housing Australia ABN 72 968 504 934.

DHA Act means the *Defence Housing Australia Act 1987* (Cth).

Fixtures and Fittings means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods (fittings), and includes chattels, fixtures, partitions and equipment.

Front Page means the front page of the Lease Form.

Landlord means the lessor under the Standard Form.

Landlord's Assessment means the landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date.

Landlord's Valuation Guide means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time).

Lease Form means pages 1 and 2 of this agreement.

Mid-Lease Sale means a sale by the landlord of the Premises to a Third Party Purchaser at any time during the Term of this agreement.

New Rent Amount means the current rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in the Property Care Contract Item 1 or Item 4 (e) of the table in paragraph 5 of Schedule 2.

Premises means the premises set out on page 1 of the Lease Form and includes any Fixtures and Fittings and improvements.

Property Care Contract means the Contract so called between the landlord and the Property Care Provider dated on or about the date of this agreement.

Property Care Provider means DHA, acting in its capacity as contractor for the landlord under the Property Care Contract.

Standard Form means the terms in Schedule 2 of Annexure A to this agreement.

Rent means the amount set out on the second page of the Standard Form, as reviewed in accordance with clause 5 of these Additional Terms.

Review Date has the meaning given to that term in clause 5.1 of these Additional Terms.

Term means the term of this agreement, starting on the Commencing Date and ending on the Terminating Date and includes any holdover period.

Terminating Date means the date set out on page 2 of the Lease Form, as extended under clause 2 of these Additional Terms.

Signature of Landlord:

Execution Page

[Execution clause for individual Landlord]

I certify that I am an eligible witness and that the Landlord signed this dealing in my presence.

Signature of Landlord

Signature of witness

Date

Name of witness

Residential address of witness

Business hours telephone of witness

[Execution clause for corporate Landlord]

Executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Authority: Section 127 of the Corporations Act 2001 (Cth)

Signature of authorised person

Signature of authorised person

Name of authorised person

Name of authorised person

Office held
[Director, Secretary, Sole Director/Secretary]

Office held
[Director, Secretary, Sole Director/Secretary]

Date

Date

Signature of tenant:

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the *DefenceHousing Australia Act 1987* (Cth):

_____ Signature:	_____ Signature of witness:
_____ Name: (please print)	_____ Name of witness: (please print)
_____ Position:	_____ Position of witness:
_____ Date:	_____ Address of witness:

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