

GENERAL TENANCY AGREEMENT ANNEXURE A SPECIAL TERMS

Annexure A sets out the Special Terms (the “Special Terms”) to the General Tenancy Agreement (“GTA”) and must be read in conjunction with and collateral to that Agreement.

Nothing in the Special Terms is intended to remove or vary any obligation imposed on either the Lessor or the Tenant by the Residential Tenancies and Rooming Accommodation Act 2008 (“RTRAA”).

If all parties agree, you may choose to ~~cross-out~~ any clause/s that are not relevant to the Agreement. Each party must initial the agreed changes.

PREMISES:

LESSOR:

TENANT:

It is agreed between the lessor and the tenant that:

SC1 APPROVED TENANTS

- (1) Only persons listed in item 2.1 and approved occupants of the GTA may reside at the premises.
- (2) The tenant must ensure that no person resides at the premises without the written consent of the lessor or the lessor’s agent.

SC2 CARE OF THE PREMISES AND REPAIRS

- (1) The notice to be given by the tenant in clause 32 GTA must be given to the lessor’s agent and in writing.
- (2) The tenant must not undertake any repair of the premises without the written consent of the lessor or the lessor’s agent.
- (3) The tenant must not cause or allow any other person to cause any object or thing to block the plumbing, waste, stormwater, pipes, toilets, garbage disposal unit or drains at the premises.
- (4) The tenant must ensure that every electrical appliance connected to the electrical supply at the premises is safe and in proper working order.
- (5) The tenant must promptly and quickly remove all marks and stains on the carpet, allowing for fair wear and tear.
- (6) The tenant must not install, fix or apply any nails, screws, hooks, blue-tac, sticky tape, tacks or other items or objects to the walls, wardrobes or ceilings of the premises without the written consent of the lessor or the lessor’s agent. In the event that such consent is given, the tenant shall (using qualified and licensed tradespersons) make good the repair of any damage caused by the install, fix or application without any costs to the lessor.
- (7) The tenant must promptly and quickly repair any and all damage to the premises caused by the tenant or the tenant’s invitees no matter the cause and irrespective of whether it is a negligent, reckless, deliberate or malicious act or omission.

SC3 HANGING OF LAUNDRY

- (1) The tenant may only hang laundry in the area specifically designated for that purpose by the lessor or lessor’s agent.
- (2) The tenant must not hang or allow any other person to hang any laundry, clothing or any other similar item over, on, or out of external balconies, windows or any other area visible to the public.

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SC4 PETS

- (1) Irrespective of any other term, approval, or permission, the tenant must not bring, or keep, or allow any other person to bring or keep a pet on the premises without a written Pet Agreement with the lessor or the lessor's agents on terms acceptable to the lessor.

SC5 DISPOSAL OF RUBBISH

- (1) The tenant must keep and ensure that all invitees of the tenant keep all rubbish within the bins provided by the local authority.
- (2) The tenant must not remove the rubbish bins from the designated area for any purpose other than that provided by SC5.
- (3) The tenant must ensure that the bins are placed in the designated collection area on the appropriate day for collection by the local authority and to place the bin back in its designated area once the rubbish has been collected.
- (4) The tenant must keep the rubbish bins in a clean and sanitised condition.

SC6 PESTS AND VERMIN

- (1) The tenant must keep the premises in a clean and sanitary condition and not do anything that may attract pests and vermin.
- (2) The tenant will ensure that the premises are free from pests and vermin without cost to the lessor.

SC7 TERMITES

- (1) The tenant must notify the lessor's agent in writing if they become aware of unusual mud build-ups or mud tracks or mounds around the premises.
- (2) The tenant must not allow garden beds, soil, mulch or any other item to rise above the external weep holes of the premise's walls, fence lines or other external structure.
- (3) The tenant must not store any item against the external walls of the premises.
- (4) The tenant must not leave rubbish, wood material, garden trimmings or any other similar item in or around the external areas of the premises that would attract termites.

SC8 POT PLANTS

- (1) The tenant must not place any pot plants or other object, which is wet or contains water, directly on to any carpet in the premises or within such proximity of carpet that any water escaping from the pot plant or object will contact the carpet.

SC9 PORTABLE WADING POOLS AND SPAS – TENANT OWNED

- (1) If the tenant requires to erect their portable wading pool and/or spa at the premises, which
 - (a) is used for the purpose of recreational use,
 - (b) is capable of being filled with water to a depth of **more** than 300mm,
 - (c) has a volume of **greater** than 2000L, or
 - (d) is defined as a pool under any legislation requirements,then the tenant must obtain written consent of the lessor or the lessor's agent to erect their portable wading pool and/or spa at the premises.
- (2) If the tenant is granted permission in writing to erect their portable wading pool and/or spa at the premises, then the tenant is deemed to be the owner and must ensure that the pool and/or spa complies with all relevant laws and erect a safety fence to the pool and/or spa as required by any Federal, State or local law, Australian Standard or local council by-laws.
- (3) The tenant must obtain written consent of the lessor or the lessor's agent to erect a pool and/or spa safety fence where it is required to be fitted to the premises.

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SC9 PORTABLE WADING POOLS AND SPAS – TENANT OWNED (continued)

- (4) If the tenant is granted permission in writing to erect their portable wading pool and/or spa at the premises, the tenant must obtain a Pool Safety certificate in accordance with legislation requirements.
- (5) The tenant must not allow the pool and/or spa gate to be hinged open at any time.
- (6) The tenant must not allow any fixture or object to be placed in a position (within 900mm of the pool and/or spa fence or in accordance with legislation requirements) that would allow children to access the pool.

SC10 POOLS AND SPAS – LESSOR OWNED

- (1) The tenant must keep the pool and/or spa in a well-maintained condition.
- (2) The tenant must notify the lessor's agent in writing as soon as they become aware of a fault to the pool and/or spa, fencing, pool and/or spa gates, boundary structures, equipment, filter or any other operational device that could cause potential harm or damage.
- (3) The tenant must take all reasonable steps to ensure that the pool and/or spa is kept clean with the water balanced, filter and chlorinator cleaned and timers set (where fitted).
- (4) The tenant must not interfere with nor make non-operational any pool and/or spa equipment or filtering systems.
- (5) The tenant must store, keep safe and preserve all pool and/or spa equipment.
- (6) The tenant must not allow the pool and/or spa gate to be hinged open at any time.
- (7) The tenant must not allow any fixture or object to be placed in a position (within 900mm of the pool and/or spa fence or in accordance with legislation requirements) that would allow children to access the pool.
- (8) The tenant must provide the lessor or the lessor's agent with a written certificate from a reputable pool service company once every month authenticating the safe and correct condition of the pool and water.
- (9) The tenant must ensure that pool chemicals are stored away from the reach of children.
- (10) The tenant must remove and store toys from the pool after use.
- (11) In the event that the tenant fails to undertake the above, then the lessor or the lessor's agent may at their sole discretion take whatever steps are reasonably necessary to ensure that the pool is well-maintained.
- (12) The tenant must pay to the lessor or lessor's agent all associated costs to undertake the above SC10 (11).

SC11 LAWNS AND GARDENS (If applicable)

- (1) The tenant must keep the grounds at the premises (including any area of natural earth, lawn or garden bed) at all times during the term in the same condition as at the commencement of the tenancy, including mowing the lawns, weeding, keeping the edges tidy and watering the lawns and gardens (as permitted by law).
- (2) The tenant must not store and ensure that no other person stores any boxes or rubbish in the yard or any other place in the premises visible to the public.
- (3) The tenant must remove all lawn clippings and garden debris from the premises and ensure that they are not placed or kept on the grounds.
- (4) In the event that the tenant fails to undertake the above, then the lessor or the lessor's agent may at their sole discretion take whatever steps are reasonably necessary to ensure that the lawns and gardens are well-maintained.
- (5) The tenant must pay to the lessor or lessor's agent all associated costs to undertake the above SC11 (4).

SC12 RENT REVIEW

- (1) For the purposes of clause 10(5) GTA, the lessor gives notice that the lessor's agent will undertake a market rent review at the completion of the first six months of the GTA and adjust the rent in accordance with that review. The market review and notice to the tenant will be conducted prior to the six-month term in accordance with the RTRAA.

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SC13 DISHONoured CHEQUES AND DEFAULT PAYMENTS

- (1) The tenant must pay for all and any cost, fee or charge incurred by the lessor or the lessor's agent or for which they may become liable by reason of any dishonour of a tenant's cheque or other attempt at payment by the tenant or any other reason in connection with any payment or obligation to pay by the tenant.

SC14 PARKING OF CARS

- (1) The tenant must park and ensure that all invitees of the tenant park any car, motorbike, boat, trailer, van, bicycle or any other vehicle ('vehicle') in the areas designated by the lessor or the lessor's agent.
- (2) The tenant must not park and ensure that all invitees of the tenant not park any vehicle on the front-lawn areas, body corporate common areas (if applicable), nature strips or other lawn, grassed, natural earth or area comprising plants and vegetation.
- (3) The tenant must take all reasonable steps to protect driveways from and against oil spills from a vehicle.
- (4) The tenant must promptly and quickly remove all oil stains on driveways from a vehicle.
- (5) The tenant must not keep or permit an invitee of the tenant to keep an unregistered vehicle at the premises unless wholly confined in a garage and not visible to the public.

SC15 SMOKE ALARMS

- (1) The tenant must ensure and take every reasonable step to ensure that all smoke detective devices and alarms in the premises are cleaned and tested at least once every 12 months during the tenant's occupation of the premises without cost to the lessor.
- (2) The tenant must replace the smoke detective devices and alarm batteries that are flat or almost flat.
- (3) The tenant must not interfere with, remove any batteries or make non-operational any smoke detective devices and alarm.
- (4) The tenant must notify the lessor's agent in writing or as soon as practicable if a smoke detective device and alarm in the premises is not working (other than because the battery is flat or almost flat).
- (5) The tenant may choose to engage a tradesperson/contractor to meet the tenant's obligations for smoke alarms at the tenant's own expense.

SC16 KEYS, LOCKS AND REMOTES

- (1) The tenant must promptly and quickly replace any lost keys, access cards or remotes at no cost to the lessor, failing which, pay to the lessor all costs incurred or liable to be incurred by the lessor in doing so, and connected with that process, including where required the replacement of locks, security and control devices.
- (2) The tenant authorises and directs the lessor's agent to retain a full set of duplicated keys, access cards and/or remote control devices.

SC17 SMOKING

- (1) The tenant must not smoke or permit any other person to smoke within the premises.

SC18 INSURANCE

- (1) The tenant must not do anything or permit any other person to do anything which would invalidate or adversely affect the lessor's insurance policy on the premises or increase the lessor's insurance premium.
- (2) The tenant must pay to the lessor any increase in the premium of the lessor's insurance, and/or any excess on a claim by the lessor on the lessor's insurance or any other cost and expenses incurred by the lessor as a consequence or result of or in any way connected with the tenant's negligent, reckless, deliberate or malicious acts or omission, breach of GTA or obligations under the RTRAA.
- (3) It is the tenant's responsibility to insure their own personal belongings, property and other contents.

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SC19 BREACH / EARLY TERMINATION / RELEASE AND INDEMNITIES

- (1) The tenant must pay to the lessor all rent, losses, damages, fees, costs (including legal costs on an indemnity basis) arising from or connected to any breach or early termination of the GTA by the tenant or any other failure by the tenant to perform the GTA or the RTRAA.
- (2) The tenant releases and indemnifies the lessor, the lessor's agent, servants or other contractors from any loss, injury, damage, claim, demand, legal proceeding, liability or costs (including legal costs on an indemnity basis) arising from the tenant's occupation, or any person on the premises, or use of the premises, or the GTA, unless caused by the negligence of the lessor or the lessor's agent, servant or other contractor or as a result from a breach of the lessor's obligation under the Act.

SC20 VACATING

- (1) At the end of the term or at such other time agreed, or on vacating the premises, the tenant must:
 - (a) have the premises cleaned to the lessor's or lessor's agent satisfaction.
 - (b) have the carpets in the premises professionally steam cleaned by a qualified and licensed carpet cleaner on the last day of handover, or as otherwise directed by the lessor or the lessor's agent without cost to the lessor or the lessor's agent.
 - (c) provide the lessor or the lessor's agent with a copy of the tax invoice and receipt of the carpet cleaner.
 - (d) repair any and all damage to the premises, inclusions, fixtures or fittings (allowing for fair wear and tear) to the satisfaction of the lessor or the lessor's agent.
 - (e) ensure that the lawns are mowed on the last day of handover and gardens maintained.
 - (f) ensure that the pool, filter and spa equipment (if applicable to this tenancy) are in a clean condition with correct chemical levels and provide to the lessor or the lessor's agent a written certificate from an independent pool service company (not more than 3 days old) certifying that the pool, pool water, pool cleaning equipment and filter are in an appropriate condition.
 - (g) remove all rubbish and any furniture of the tenant or the tenant's invitees on the premises, including any areas exterior to the premises.
 - (h) remove all tenant belongings from the premises, including all outside areas.
 - (i) return all keys, access cards and/or remotes to the lessor or the lessor's agent.
 - (j) in the event that a bird or any animal has been kept at the premises, fumigate and deodorise the premises by a professional fumigator to the satisfaction of the lessor or the lessor's agent without cost to the lessor or lessor's agent and provide the lessor or the lessor's agent with a copy of the tax invoice and receipt of the fumigator.
- (2) In the event that the tenant fails to undertake any of the above cleaning, repair or removal obligations within a reasonable time period, the tenant consents to the lessor or the lessor's agent undertaking the task, in which case the tenant will pay the lessor or the lessor's agent the amount paid, or to be paid in connection with the task or authorised these amounts to be deducted from the bond by the lessor's agent.

SC21 LIABILITY

- (1) The tenant will at all times be liable for and must indemnify the lessor or the lessor's agent, its director, officers, employees and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis) and damages including, but not limited to any and all injury, bodily or otherwise, including the death of any person (including the tenant, an approved occupant or the tenant's invitee), loss, damage to or destruction of premises of any kind, whether real or personal, and for the property belonging to any person, including the tenant, an approved occupant or the tenant's invitee, which may from time to time be at or near the premises and including consequential losses and damage and loss of profits or any other pecuniary or financial loss or claim as a direct or indirect result or in any way connected with the premises or the negligent, reckless, deliberate or malicious actions or omissions, breach of GTA or any obligations under the RTRAA by the tenant, an approved occupant or the tenant's invitees.



FORM 2

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SC22 NO PRIOR REPRESENTATIONS

- (1) The GTA and Special Terms form the only agreement between the lessor.
- (2) No prior representations have been made by the lessor or the lessor's agent in connection with the GTA or premises, or if made, have not been relied upon by the tenant.

SC23 VARIATIONS

- (1) Unless expressly permitted by the GTA, the Special Terms or RTRAA, the GTA and Special Terms cannot be varied verbally, and for all variations to be binding they must be made in writing.

SC24 SEVERABILITY

- (1) If any clause or condition of the Special Terms is void, severed or determined to be unenforceable for any reason, then that clause or condition shall be ignored and the GTA and Special Terms read as if the clause or condition did not exist.

SC25 UNDERSTANDING

- (1) The tenant has read and understood the GTA and Special Terms and taken any advice it wished to, including legal advice in connection with the GTA, the Special Terms and any other obligation on the tenant by reason of the RTRAA before signing the GTA and Special Terms.

SC26 WARRANTY OF TRUTH AND ACCURACY

- (1) The tenant has provided truthful, frank and complete information to the lessor and the lessor's agent and is liable to the lessor and the lessor's agent for any loss or damage arising by reason of any untrue, inaccurate or incomplete information provided.

Tenant Signatures

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Print Tenant Name: _____

Tenant Signature: _____ Date: _____

Witnessed by authorised Agent

Print Agent Name: _____

Agent Signature: _____ Date: _____