

## Headlease Agreement for Residential Tenancies under the CRS Program

### Part 1 – Schedule

Item 1 This agreement is made on

Item 2 Headlessor's name/trading name

Item 3 Address

**C/- Meraki Property Management**

**PO BOX 1055**

**Thuringowa Central, QLD**

Postcode **4817**

Phone

Fax

Email

**07 4721 2391**

[PM@merakiproperty.com.au](mailto:PM@merakiproperty.com.au)

Item 4 CRS Organisation

**Regional Housing Limited ACN 139 284 647**

Item 5 Address

**30 Tantitha Street**

**Bundaberg QLD**

Postcode **4670**

Phone

Fax

Email

**07 4153 1239**

[info@regionalhousing.org.au](mailto:info@regionalhousing.org.au)

Item 6 Headlessor's agent name/trading name (if applicable)

**Meraki Property Management Pty Ltd ACN 635 609 602**

Item 7 Address

**PO BOX 1055**

**Thuringowa Central, QLD**

Postcode **4817**

Telephone

Fax

Email

**07 4721 2391**

[PM@merakiproperty.com.au](mailto:PM@merakiproperty.com.au)

Item 8 Address of premises

Postcode

Property inclusions provided

As per entry condition report

Item 9 The term of this agreement is

Fixed Term     Periodic     Other Specify: \_\_\_\_\_

Beginning on

Ending on

\_\_\_\_\_ **30 June 2023** \_\_\_\_\_

Item 10 Rent

Per

\$

week     fortnight     month

Item 11 Rent is payable in advance on the first day of every

week     fortnight     month

Item 12 Rent is to be paid by Direct Deposit

**BSB:** 064-823

**Account No.:** 11098329

**Reference:** RHL

Item 13 Approved pets

Yes     No     Negotiable    External Only

The types and number of pets that may be kept

Item 14 Number of persons allowed to reside on the premises

Subject to the sublease entered into between the Lessee and the Eligible Tenant

Item 15 Are there any body corporate by-laws applicable to the premises

Yes     No

Item 16 Service charges

The CRS must pay for the following services supplied to the premises

- a. electricity
- b. gas
- c. water (if yes, see Item 17)
- d. telephone
- e. another prescribed service

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

If the premises are not individually metered for a service, the CRS must pay an apportionment of the cost of the service as follows

- a. electricity
- b. gas
- c. telephone
- d. another prescribed service

State how the charge for each service is recoverable

- a. electricity
- b. gas
- c. telephone
- d. another prescribed service

Item 17 Water charges

Amount agreed for reasonable water usage

The lessee must pay water consumption charges as per Clause 4

Charges for calculating water used in excess of reasonable water usage

\_\_\_\_\_

Item 18 Nominated repairers - outside of business hours

Electrical Repairer Switched On Electrical & AC Phone 0439 714 007

Plumbing Repairer Northern Plumbing Phone 0405 534 462

Other \_\_\_\_\_ Phone \_\_\_\_\_

Item 19 Is the nominated repairer the first point of contact for emergency repairs, during business hours

Yes     No    If NO, please provide emergency maintenance contact details

Name: Meraki Property Management Contact Number: (07) 4721 2391

Item 20 Is there a pool on the premises, or a common access pool, to which the Subtenant will have access?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Item 21 Special Terms

Special terms may be included below but the special terms must not be inconsistent with the conditions in this Agreement and governing Act.

**See Part 2 – Conditions**

**Signed by the Headlessor/Headlessor’s Agent**

Name of Headlessor/Agent

Signature of Headlessor/Agent

Date

In the presence of (witness)

Name of witness

Signature of witness

Date

**Signed on behalf of the Regional Housing Limited**

Name of person authorised to sign

Signature of Person

Date

In the presence of (witness)

Name of witness

Signature of witness

Date

## Part 2 – Conditions

### 1. Interpretation

- 1.1 In this Lease unless the context otherwise requires, or the contrary intention appears, the following terms will have the meanings respectively assigned to them –
- (1) **Business Day** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland.
  - (2) **Commencement Date** means that date referred to in Item 9 on the Schedule.
  - (3) **Community Rent Scheme** means the community rent scheme program administered by the Department of Housing and Public Works for the purpose of funding not for profit community based organisations to provide transitional accommodation to social housing applicants.
  - (4) **Eligible Tenant** means any person who qualifies for accommodation under the Community Rent Scheme or another transitional housing program administered by the Department of Housing and Public Works to whom the Lessee subleases the Premises under clause 14.
  - (5) **Expiry Date** means that date referred to in Item 9 on the Schedule.
  - (6) **Land** means **LotXX on SPXXXXXX**
  - (7) **Lease** means this document together with all Schedules to this document.
  - (8) **Lessee** means the CRS Organisation referred to in Item 4 on the Schedule together with its successors and permitted assigns and, unless inconsistent with the subject matter or context, includes all persons for the time being authorised by the Lessee.
  - (9) **Lessor** means the Headlessor referred to in Item 2 on the Schedule together with its successors and permitted assigns and, unless inconsistent with the subject matter or context, includes all persons for the time being authorised by the Lessor.
  - (10) **malicious damage** means the intentional damage to property without lawful excuse, or the damage caused to property by recklessness, and includes without limitation: arson, graffiti, breaking windows or other plate glass.
  - (11) **Month** means a calendar month.
  - (12) **Notice** has the meaning given to it in clause 28.
  - (13) **Outgoings** means all charges, local government rates, taxes and statutory levies for the Premises.
  - (14) **Permitted Use** means the provision of transitional residential accommodation to Eligible Tenants.
  - (15) **Premises** means the premises described in Item 8 on the Schedule and includes the buildings and other fixtures on the Land.
  - (16) **Property** means any property, not owned by the Lessor, in the Premises whether –
    - (a) affixed to the Land or the Premises or not; and
    - (b) owned by the Lessee or any Eligible Tenant (subleasing under clause 14).

- (17) **Registered Provider** has the same meaning as that term in the *Housing Act 2003*.
- (18) **Rent** means the amount specified in Item 10 of the Schedule.
- (19) **Rent Review Method** means Consumer Price Index (CPI) review.
- (20) **Schedule** means the 'Part 1 – Schedule' to which these conditions are attached.
- (21) **Term** means that period referred to in Item 9 on the Schedule.
- (22) **Water Efficient** has the same meaning as described in s166 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Words importing one gender will include a reference to all other genders.
- 1.5 A reference to a statute, regulation, ordinance or local law will be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
- 1.6 A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Lease and includes any amendment to them made in accordance with this Lease.
- 1.7 Headings are for convenience only and do not affect the interpretation of this Lease.
- 1.8 In the case of any inconsistency between the schedules to this Lease and a clause contained in this Lease, the provisions of the clause will prevail to the extent of any inconsistency.
- 1.9 A covenant or agreement on the part of two or more persons will be deemed to bind them jointly and severally.
- 1.10 Where under or pursuant to this Lease the day on or by which any act, matter or thing is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.
- 1.11 References to the Australian Property Institute (Qld Division) and any other authorities, associations and bodies, whether statutory or otherwise, will be deemed to refer to the authority, association or body established or constituted in its place and assuming its powers or functions if any of those authorities, associations or bodies ceases to exist or is reconstituted, renamed or replaced, or if its powers or functions are transferred to any other authority association or body.
- 1.12 In the absence of any provision to the contrary, references to the Premises, include any part of the Premises.
- 1.13 References to 'the consent of the Lessor', or words of similar effect, mean a consent in writing signed by or on behalf of the Lessor. References to 'approved' and 'authorised' or words of similar effect, mean approved or authorised in writing by or on behalf of the Lessor.

## 2. Rent

- 2.1 The Lessee must pay the Rent in advance in the manner provided for in Item 11 of the Schedule.

### 3. Permissible Use

- 3.1 Subject to clause 14, the Lessee must use the Premises for the Permitted Use and for no other purpose without the prior consent of the Lessor.
- 3.2 This Lease is entered into for the purpose of permitting the Lessee, as a Registered Provider, to sublet the Premises to Eligible Tenants as contemplated by section 39 of the *Residential Tenancies and Rooming Accommodation Act 2008*.
- 3.3 The *Residential Tenancies and Rooming Accommodation Act 2008* does not apply to this Lease.

### 4. Outgoings and Service Charges

- 4.1 During the Term, the Lessee must, subject to this clause 4, pay -
- (1) all charges for electricity and gas; and
  - (2) water consumption charges relating to the Premises.
- 4.2 In relation to the water consumption charges in clause 4.1(2), the Lessee must only pay water charges if:
- (1) the Premises are individually metered for the supply of water or water is supplied to the Premises by delivery by means of a vehicle; and
  - (2) Item 17 of the Schedule indicates that the Lessee must pay for water;
- however, the Lessee does not have to pay an amount:
- (3) more than the water consumption charges payable to the relevant water supplier; or
  - (4) that is a fixed charge for the water service to the Premises.
- 4.3 Despite clauses 4.1 and 4.2, the Lessee does not have to pay an amount for a reasonable quantity of water supplied to the Premises for a period if, during that period, the Premises are not Water Efficient.
- 4.4 In deciding what is a reasonable quantity of water for clause 4.3, regard must be had to the matters mentioned in section 169(4)(a) to (e) of the *Residential Tenancies and Rooming Accommodation Act 2008*.
- 4.5 The Lessee must pay the amount of the water charge to the Lessor within 1 Month of the Lessor giving the Lessee copies of relevant documents about the incurring of the amount.
- 4.6 For this clause 4, *water consumption charges* means the variable parts of a water service charge assessed on the volume of water supplied to the Premises.
- 4.7 The Lessee must establish accounts in its own name for electricity and gas services provided to the Premises or, if the Lessee sub-leases the Premises in accordance with clause 14, then the Lessee must ensure that the sub-lessee establishes accounts in its own name for electricity and gas services provided to the Premises.
- 4.8 The Lessee indemnifies and keeps indemnified the Lessor against liability for all charges in respect to gas and electricity consumed on the Premises and any deposit required by any authority for the supply of gas and electricity.
- 4.9 The Lessor must pay all Outgoings.

## 5. Light and Power

- 5.1 The Lessee must not use any form of light, power or heat other than electric current or gas supplied through meters.

## 6. Telephone Charges

- 6.1 If required by the Lessee, the Lessor must, at its cost, ensure that a telephone service is provided to the Premises and available for connection or use by the Lessee at the Lessee's cost. The Lessee must pay all telephone charges relating to the Premises by the due date or if the Lessee sub-leases the Premises in accordance with clause 14, then the Lessee must ensure that the sub-lessee establishes accounts in its own name for telephone services provided to the Premises.

## 7. Use of Appurtenances

- 7.1 The Lessee must not use the water closets, drains and other water apparatus and other appurtenances in the Premises for any purposes other than those for which they were constructed and must not place in them any sweepings, rubbish, rags, ashes or other deleterious substances.

## 8. Notice of Damage

- 8.1 The Lessee must advise the Lessor promptly, in writing, of any damage sustained to the Premises or the defective operation of any of the appurtenances in the Premises.

## 9. Inspection by Lessor

- 9.1 The Lessor may enter upon and view the condition of the Premises, at all reasonable times after giving the notice referred to in clause 9.3, with a maximum of 1 routine inspection in any 3 Month period.
- 9.2 The Lessor may at all reasonable times, after giving the notice referred to in clause 9.3, (except in the case of an emergency, when no notice is required), enter upon the Premises for the purpose of carrying out repairs, alterations, or structural works as required. Such repairs, alterations and structural works will be carried out by the Lessor without undue interference with the Lessee's occupation and use of the Premises.
- 9.3 The Lessor must give the Lessee at least 7 days' written notice of the Lessor's proposed entry to the Premises under this clause 9, or, if the Premises have been subleased in accordance with clause 14, that length of notice required by the *Residential Tenancies and Rooming Accommodation Act 2008* or any other law, whichever is the greater.
- 9.4 If the Lessor gives the Lessee the notice referred to in clause 9.3, and the Premises have been subleased under clause 14, the Lessee must immediately take action to permit entry by the Lessor with respect to any Eligible Tenant subleasing under clause 14.

## 10. Lessor's Right to Repair

- 10.1 If the Lessee at any time makes default in the performance or observance of any express or implied covenants in this Lease relating to the repair of the Premises, the Lessor may enter upon the Premises and repair them at the expense of the Lessee.



## 11. Maintenance and Repair

- 11.1 The Lessor is responsible for the structural maintenance of the Premises, and for repairs to the Premises which the Lessee is not responsible for under this Lease (see clause 20).
- 11.2 Subject to the provisions of clause 20, the Lessee must maintain the Premises and all the Lessor's fixtures, fittings and floor coverings in a clean and tidy condition and in good order and repair, fair wear and tear excepted.
- 11.3 The Lessee must remove all refuse and take all reasonable precautions to avoid fire and health hazards.

## 12. Nuisance

- 12.1 The Lessee must not –
- (1) use the Premises or permit the Premises to be used for any illegal purpose;
  - (2) cause, or permit to be caused, an unreasonable nuisance by the use of the Premises;
  - (3) interfere with the reasonable peace, comfort or privacy of a neighbour of the Premises; or
  - (4) allow another person in the Premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the Premises.

## 13. Assignment

- 13.1 The Lessee must not mortgage or otherwise charge the Lessee's interest in this Lease or assign, underlet, grant any licence over or part with possession of the Premises or share with any person the occupancy of the Premises, other than in accordance with clause 14 without first obtaining the written consent of the Lessor. The consent of the Lessor will not be unreasonably withheld, delayed or be given subject to unreasonable terms and conditions.

## 14. Subleasing

- 14.1 The Lessee may sublease the Premises to an Eligible Tenant if –
- (1) the rent charged by the Lessee is not greater than the rent payable under this Lease;
  - (2) the sublease is subject to the Lessee's obligations under this Lease and the Eligible Tenant agrees by covenant in writing to be bound by the terms of this Lease (other than the obligation under clause 2 to pay the Rent); and
  - (3) the sublease does not derogate from the rights of the Lessor under this Lease.
- 14.2 The sublease referred to in clause 14.1 may be subject to the *Residential Tenancies and Rooming Accommodation Act 2008*.

## 15. No Alterations without Consent

- 15.1 The Lessee must not –
- (1) make any alterations or additions to the Premises; or
  - (2) attach a fixture or any item to the Premises,

without the Lessor's prior consent. Whether or not the consent is given is at the discretion of the Lessor and any consent may be subject to the Lessor's reasonable terms and conditions.

## **16. GST**

16.1 For the purposes of this clause –

- (1) GST has the same meaning as in the GST Law.
- (2) GST Law includes *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods or services in Australia;
- (3) supply has the same meaning as in the GST Law; and
- (4) tax invoice has the same meaning as in the GST Law.

16.2 All payments to be made by the Lessee under this Lease (including the Annual Rent) are calculated inclusive of any GST.

16.3 If a payment by the Lessee to the Lessor under this Lease is for a supply by the Lessor under this Lease on which the Lessor must pay GST, the Lessor must give the Lessee a tax invoice but the Lessee is not required to pay any additional amount to the Lessor on account of GST.

## **17. Interference with Services**

17.1 Except as otherwise provided in this Lease, the Lessee will not interfere with any appurtenances, pipes, water supply, gas, electrical, plumbing or other services contained in or about the Premises, without the prior consent of the Lessor.

17.2 The Lessor's consent may be granted or refused, or granted subject to conditions, at the absolute discretion of the Lessor.

## **18. Damage or Destruction of Premises**

18.1 If the Premises, or any part of the Premises, are destroyed or damaged without any negligent act or omission on the part of the Lessee, so as to be substantially or partially unfit for occupation and use then –

- (1) the rent, or a fair and just proportion of the rent according to the damage sustained, will cease to be payable so long as the Premises, or any part of the Premises, remain unfit for occupation or use;
- (2) any dispute as to the proportion or period of abatement will be referred to mediation in the manner provided in this Lease;
- (3) if the Premises, or any part of the Premises, are destroyed or damaged so as to render the Premises wholly unfit for occupation or use –
  - (a) the Lessor or the Lessee may, within one Month of the destruction or damage occurring, give written notice to the other party terminating this Lease; and
  - (b) this Lease will be taken to have been terminated on the date of the damage but without prejudice to any rights that may have accrued to either party prior to the termination.

## 19. Removal of Property

- 19.1 At the expiration or earlier termination of this Lease, the Lessee must ensure that all of the Property is removed from the Premises. Any damage caused by such removal will be repaired by the Lessee, at its own expense.
- 19.2 Any Property not removed by the Lessee within 1 Month after the expiration or earlier termination of this Lease, will be deemed abandoned by the Lessee and become the property of the Lessor. The Lessor may at its discretion, sell or otherwise dispose of the abandoned Property, at the Lessee's expense.

## 20. Responsibility for damages and indemnity

- 20.1 The Lessee will at its cost, arrange for repairs to the Premises for any malicious damage up to but not exceeding \$10,000 plus GST.
- 20.2 The Lessor will at its cost arrange for repairs to the Premises for:
- (1) malicious damage exceeding \$10,000 plus GST; and
  - (2) repairs for accidental damage (of any amount).
- 20.3 The Lessor agrees that the Lessee has no liability to the Lessor for any damage to the Premises which exceeds that provided in clause 20.1, except to the extent such damage is caused or contributed to by the negligent act or negligent omission of the Lessee.

Examples:

*If an Eligible Tenant, invitee or uninvited visitor to the Premises causes malicious damage to the Premises which costs \$50,000 to repair, then the Lessee will pay \$10,000 to the Lessor and the Lessor will be responsible for the remainder of the costs of repairing the damage.*

*If an Eligible Tenant causes accidental damage to the Premises, then the Lessor will be responsible for the costs of repairing the damage.*

- 20.4 The Lessee -
- (1) indemnifies; and
  - (2) releases and discharges

the Lessor from and against all actions, proceedings, claims, demands, costs, losses and damages which may be brought against or made upon the Lessor, or which the Lessor may pay, sustain or be put to by reason of, or in consequence of the Lessee's breach of this Lease, gross negligence or wilful default.

## 21. Insurance

- 21.1 The Lessee must, at its cost and expense, keep in full force and effect public risk liability insurance which will include bodily injury, personal injury liability, tenants legal liability with respect to the occupancy by the Lessee or any Eligible Tenant with limits of not less than \$10 million per occurrence. The Lessee is not required to hold any other insurances for the Premises.
- 21.2 The Lessor must at its cost and expense, keep in full force and effect insurance for the Premises, including cover for damage caused by fire, storms, earthquake and malicious damage, for full replacement value including site clearing costs.

## 22. Quiet Enjoyment

22.1 If the Lessee promptly pays the Rent and observes and performs the terms and conditions in this Lease, the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any persons lawfully claiming under or in trust for the Lessor.

## 23. Warranty

23.1 The Lessor warrants that as at the Commencement Date -

- (1) the Premises are fit, suitable and adequate for the Permitted Use; and
- (2) there is no legal impediment to the Lessee's occupation of the Premises for the Permitted Use.

## 24. Termination

24.1 If the Lessee fails to observe, perform or fulfil any of the terms, covenants, conditions and restrictions contained in this Lease and such failure continues for a period of 1 Month from the date of written notice under section 124 of the *Property Law Act 1974* being received by the Lessee from the Lessor, then the Lessor may -

- (1) in the case of the Rent, or any part of the Rent being in arrears, terminate this Lease by giving 1 month's written notice to the Lessee and this Lease will terminate on the date specified in that notice; or
- (2) in the case of an unremedied breach, other than the failure to pay the Rent, terminate this Lease by giving 3 Months' written notice to the Lessee and this Lease will terminate on the date specified in that notice; or
- (3) convert the term of this Lease to a Monthly tenancy by giving 3 Months' written notice to the Lessee and this Lease will terminate on the date specified in that notice. Following termination, the Lessee will hold the Premises on a Month to Month tenancy on the same terms and conditions as are contained in this Lease, as far as they apply to a Monthly tenancy.

24.2 Termination will be without prejudice to the right of action or other remedy of the Lessor in respect of any antecedent breach of the Lessee's terms, covenants and conditions contained or implied in this Lease.

## 25. Yield Up

25.1 At the termination of this Lease, the Lessee will yield up the Premises in a clean condition and in good order having regard to their condition at the commencement of this Lease, fair wear and tear excepted.

## 26. Holding Over

26.1 If the Lessee remains in occupation of the Premises after the expiration of the Term of this Lease with the consent of the Lessor, then -

- (1) the Lessee will be a lessee from Month to Month from the Lessor of the Premises on the terms of this Lease so far as they are applicable to a Monthly tenancy;

- (2) the Monthly tenancy may be determined by either party giving at least 3 Months' written notice to the other party; and
- (3) the rent payable in respect of the Monthly tenancy will be the amount of Rent payable immediately prior to the expiration of the Term and will be payable in advance.

## **27. Disputes and Mediation**

27.1 If there is any dispute or differences between the parties in relation to this Lease which cannot be resolved informally between the parties by negotiation then –

- (1) either party may serve Notice on the other that it requires the dispute to be referred for mediation;
- (2) if a Notice is served the mediator will be appointed by the President for the time being of the Queensland Law Society Incorporated;
- (3) the mediator and the parties will promptly meet to determine the mediation process to be adopted;
- (4) the mediator's role should be that of facilitator to the parties endeavours to promptly achieve the fair resolution of the dispute; and
- (5) the parties will share equally the mediator's fees and expenses but will otherwise bear their own costs in relation to the dispute.

## **28. Notices**

28.1 Notices under this Lease may be delivered by hand, by mail, by email or by facsimile to the addresses specified in clause 28.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.

28.2 Notice will be deemed given -

- (1) 5 Business Days after deposit in the mail with postage prepaid;
- (2) when delivered by hand;
- (3) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
- (4) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day,

as the case may be.

28.3 The address for each party is –

(1) **Lessor**

Address: C/- Meraki Property Management  
Postal address: 49 Thuringowa Drive  
Kirwan, QLD 4817  
Attention: Robert Francis Godwin  
Telephone: 07 47212391  
Email: [PM@merakiproperty.com.au](mailto:PM@merakiproperty.com.au)  
Facsimile: N/A

(2) **Lessee**

Address: 30 Tantitha Street, Bundaberg Qld 4670  
Postal address: PO Box 540, Bundaberg Qld 4670  
Attention: Chief Executive Officer  
Telephone: 07 4153 1239  
Email: [info@regionalhousing.org.au](mailto:info@regionalhousing.org.au)  
Facsimile: 07 4153 4000

## 29. Severability

29.1 If any term, covenant or condition in this Lease or their application to any person or circumstances will be or become invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and each term, covenant and condition will be valid and enforceable to the fullest extent permitted by law.

## 30. Waiver

30.1 No default by the Lessee will be deemed to be waived except by written notice signed by the Lessor. Any such notice will not be construed as a licence to the Lessee to repeat or to continue any such default.

## 31. Entire Agreement

31.1 This Lease constitutes the entire agreement between the parties. Any prior arrangements, agreements, warranties, representations or undertakings are superseded.

## 32. Governing Law

32.1 This Lease is governed by the laws of Queensland.

## 33. Costs

33.1 Each party will bear their own costs of and incidental to the preparation and execution of this Lease.

## 34. Special Conditions

Nil

### 34.1 Option to Renew Lease

- (1) If the Lessee:
  - (a) observes and performs the terms set out in this Lease for the duration of the Term;
  - (b) is not in default at the time of exercising the option; and
  - (c) gives notice in writing to renew this Lease to the Lessor at least 3 Months prior to the Expiry Date,

then the Lessee has the right to be granted a further Lease of the Premises for the period of 6 months, commencing on the day after the Expiry Date, on the same terms and conditions as contained in this Lease, except that this special condition providing for an option to renew will be omitted.

- (2) Reference to this clause will also be deleted if and when the Lessee holds over pursuant to the provisions of clause 26 (**Holding Over**) of this Lease.
- (3) The Rent during the renewed term will be calculated pursuant to the Rent Review Method.

### 34.2 Keeping of Pets

The Lessee may keep or allow pets to be kept at the Premises only if Item 13 of the Schedule provides that pets are approved, and then only in accordance with the particulars detailed in Item 13.

### 34.3 Body Corporate By-Laws

The Lessor must give to the Lessee, and the Lessee must comply with, any body corporate by-laws applicable to the Premises and common areas relevant to the Premises.

### 34.4 Locks and Keys

- (1) The Lessor must supply and maintain all locks necessary to ensure the Premises are reasonably secure.
- (2) The Lessor must give a key to each lock to the Lessee.
- (3) At the end of the Term the Lessee must return to the Lessor all keys for the Premises.
- (4) The Lessor or Lessee may change a lock if:
  - (a) both agree to the change; or
  - (b) there is an emergency which requires the change.
- (5) The party changing the lock must give the other party a key for the changed lock.

### 34.5 Pest Treatment

The Lessor must undertake pest treatment of the Premises prior to the Commencement Date and at least once in every 12 Month period from the Commencement Date of this Lease.

### 34.6 Nominated Repairers

- (1) If the Lessor nominates a particular repairer for the Lessee to use for the Premises (and the Lessee's tenants to use under any sublease) that repairer must be detailed in Item 18 of the Schedule.
- (2) The Lessor will only nominate as Nominated Repairers tradespersons who:
  - (a) are qualified, if necessary, under a relevant law;
  - (b) have the necessary skills and experience to do the work; and
  - (c) have adequate insurance to cover loss or damage to third parties, taking into consideration the work to be done and the risks involved.
- (3) Where nominated repairers are engaged, the Lessee will instruct the repairer to send the invoice for the repairs to Lessor, alternatively the Lessee will contact the Lessor to arrange for the nominated repairer to carry out the repair.

#### 34.7 Notice of damage and need for repairs

- (1) If the Premises require routine repairs, the notice must be given to the Lessor.
- (2) If the Premises require emergency repairs, the notice must be given to:
  - (a) the relevant Nominated Repairer for the repairs; or
  - (b) the Lessor if there is no relevant Nominated Repairer for the repairs or the Nominated Repairer cannot be contacted.

#### 34.8 Emergency repairs arranged by Lessee

- (1) The Lessee may arrange for a suitably qualified person to make emergency repairs if:
  - (a) the Lessee has been unable to notify the Lessor or the relevant Nominated Repairer of the need for emergency repairs to the Premises; or
  - (b) the repairs are not made within a reasonable time after notice is given to the Lessor or the relevant Nominated Repairer.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the Lessee is an amount equal to the amount payable under this Lease for 4 weeks' Rent.
- (3) If the Lessor does not comply with a written request by the Lessee to refund the cost of emergency repairs incurred by the Lessee within 7 days of receiving the request, the Lessee may withhold an amount, not exceeding 4 weeks' Rent, from the Rent as payment for the emergency repairs.
- (4) If the Lessor disputes the amount which has been withheld by the Lessee, the Lessor may refer the dispute for mediation pursuant to the disputes and mediation procedure provided by clause 27.

#### 34.9 Mortgage over the Premises

The Lessor agrees that if there is a mortgage over the Premises, it will:

- (1) advise the Lessee of the existence of the mortgage and the name of the mortgagee, and
- (2) obtain, at the cost of the Lessor, the written consent of the mortgagee to the granting of this Lease prior to the Commencement Date.



#### 34.10 **Lessor's Insurance over the Premises**

The Lessor will notify its insurer of the existence of this Lease prior to the Commencement Date and upon any renewal of this Lease.