

SUPPORTING DOCUMENTS CHECKLIST

South Australia

Thank you for applying to live at Atira Student Living. Please note to complete your booking and secure your room we require you to complete and return the below documentation.

These below documents are conditions precedent to your Tenancy Agreement and must be completed within 10 days of the date of this email. If you fail to do so, your offer will lapse and Atira may offer the room/apartment to another applicant.

IMPORTANT NOTE: You are entering into a legally binding Agreement. If you do not understand any part of the Tenancy Agreement, Special Terms and House Rules you should ask for an explanation or seek advice from an independent party or a solicitor.

Once completed, scan and email your documents to processing@atira.com

SUPPORTING DOCUMENTS	COMPLETED
<p>RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM</p> <p>Part 3: Special Terms</p> <ol style="list-style-type: none">1. Sign on the line under Resident Signature under the “Special Terms Agreement”2. Sign on the line under “Signature of Resident 1” and complete the “Date” section3. Witness to sign on the line “Name of Witness 1” and complete the “Date” section <p>Note: Your Witness can be anyone over the age of 18 who watched you sign your paperwork.</p> <p>All pages of your Rooming Accommodation Agreement must be returned</p>	
<p>SPECIAL TERMS</p> <ol style="list-style-type: none">1. Witness to sign in the box “Witness Signature”2. Witness to print their name in the box “Witness Name”3. Sign in the box Resident Signature4. Print your name in the box “Resident’s Name”5. Tick the box to agree to the Special Terms <p>Note: Your Witness can be anyone over the age of 18 who watched you sign your paperwork.</p>	

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SUPPORTING DOCUMENTS	COMPLETED
<p>PHOTO IDENTIFICATION</p> <p>Passport or Australian Drivers License.</p>	
<p>PROOF OF ENROLMENT</p> <p>Confirmation of Enrolment (COE) or Student ID Card</p>	
<p>GUARANTEE FORM (GUARANTEE LETTER) - SIGNED BY PARENTS REQUIRED IF UNDER 18 ONLY</p> <ol style="list-style-type: none">Page 1: Complete all fields as requiredPage 2: Witness to sign in the box "Witness Signature"<ul style="list-style-type: none">Witness to print their name in the box "Witness Name"Guarantor to sign in the box "Guarantor Signature"Guarantor to print their name in the box "Guarantor Name"	

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Holding Deposit

This application will not be processed until I pay a holding deposit equivalent to two weeks rent when I submit this tenancy application form. The holding deposit will be transferred to the first two weeks rent when I have entered into a lease agreement as a result of this application. I understand the bank account details will be emailed to me or I can attend the office and pay this only via EFTPOS* or CREDIT CARD* (*Fees apply).

There is an option period of 48 hours from the time this application is received by Atira Student Living Pty Ltd where applicants can withdraw this application and obtain a full refund of this holding deposit.

To withdraw an application, applicants will need to submit my intention to withdraw in writing to Atira Student Living. The holding deposit will not be refunded if I do not withdraw the application in writing within 48 after paying the above holding deposit.

- The holding deposit will be refunded by Atira Student Living in circumstances where the application is not successful
- The holding deposit will not be refunded after the 48 hour grace period
- The holding deposit will not be refunded if I do not withdraw the application within the 48 hour of submitting my application.

Tenancy Documentation

Due to South Australia tenancy law, a digital signature does not fully execute this contract. We will send you through a copy of the contract documents for you to sign and return to us (preferably by email). Once this is complete, we will send you a copy of the fully executed contract documents.

- Please print the application documents that require your attention. Instructions are below to help you to complete the process.
- Please check your email to receive a copy of these documents and print them off.
- Please manually sign, scan and email the entire documents back to the property. If you are unable to scan the documents, please contact us to obtain the mailing address for your property.

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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Consumer and Business Services

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM

All parties to this agreement should consider seeking legal advice about their rights and obligations

Item 1

1.1 Agent or manager provider

Name/trading name:	Excel RE Pty Ltd as trustee of Waymouth Street Tenant Trust
Address:	231 Waymouth St, Adelaide SA 5000
Phone:	(08) 7071 0885
Email:	waymouth@atira.com

Item 2

2.1 Resident/s

RESIDENT 1	
Name :	John Citizen
Phone:	
Email:	john.citizen@testing.com

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

South Australia

Item 3

3.1 Managers/Provider's agent. If applicable.

Name/trading name:	Atira Student Living
Address:	231 Waymouth Street, Adelaide, South Australia
Phone:	(08) 7071 0885
Mobile:	N/A
Email:	waymouth@atira.com

Item 4

4.1 Residents representative for notices. If applicable. See clause 7

RESIDENT 1	
Name :	John Citzen
Phone:	
Mobile:	0400000000
Email:	john.citzen@testing.com

Item 5

Notices may be given to

(indicate if the email is different from item 1, 2 or 3 above)

5.1. Agent or manager/provider	
Email: YES	Facsimile: NO
5.2 Residents	
Email: YES	Facsimile: NO
5.3 Provider's agent	
Email: YES	Facsimile: NO

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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5.4 Resident's representative

Email: YES	Facsimile: NO
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Item 6

6.1 Address of the rental premises

Address:	231 Waymouth St, Adelaide, South Australia, 5000
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Room Type:	2 Bedroom Plus - LF
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6.2 Inclusions provided Insert Inclusions, for example, furniture or other

household goods let with the premises. Attach list if necessary.

Please visit the [Atira Website](#) for a list of inclusion.

Item 7

7.1

The term of the agreement is a:	FIXED TERM AGREEMENT
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7.2

Starting on:	1/01/2019
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7.3

Ending on:	30/06/2020
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Item 8

See clause 6(1)

Rent:	\$295.00 PER WEEK
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RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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Item 9

Breakdown of rent	
Accommodation	\$295.00
Food Service	N/A
Personal care service	N/A
Other Services	N/A
Utility services for which the resident must pay:	N/A

Item 10

Rent must be paid on the **MONDAY** day of each **WEEK**
See clause 6(2)

Item 11

Method of rent payment: Internet Banking via Electronic Funds Transfer or payment via Student Portal (card Transaction Processing Fee applies 2.4% via student portal). See special terms for more info.

Details for direct credit:

Bank/building society/credit union: St George Bank
BSB: 114 879 Account name: Atira Student Living Pty Ltd
Account no. 413989064
Swift Code: SGBLAU2S
Payment reference: Citizen 10129

Item 12

Place of rent payment where the rent must be paid. See clause 6(4) to 6(6)

Item 13

See clause 8

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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13.1 Can the rent be increased?	NO
13.2 How will the rent increase be calculated?	N/A
13.3 When will the rent increase start?	N/A

Item 14

See clause 11

Rental bond amount:	\$1180.00
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Item 15

Service to be provided:	Electricity, Gas, Water, Internet (100GB per month)
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Item 16

See Clause 1

Utility services for which the resident must pay:	N/A
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Item 17

See clause 16

House Rules:	https://atira.com/resources/
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Item 18

See clause 17

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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18.1

Number of persons allowed to reside in the room: 1 (one)

18.2

Number of persons allowed to reside at the rental premises: 1 (one)

Item 19

See clause 18(1)

18.1

Pets approved: NO

18.2

The types and number of pets that may be kept: N/A

Item 20

TERMS OF THE AGREEMENT

1. Application of the Act and Regulations The landlord and the tenant are legally bound to comply with the provisions of the Residential Tenancies Act 1995 and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.
2. Maintenance of premises - landlord The landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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premises.

3. Maintenance of premises - tenant The tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.
4. Use of premises The tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.
5. Handing over vacant possession without legal impediment At the commencement of the agreement the landlord will hand over vacant possession of the premises to the tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the tenant from using the premises as a residence for the term of the tenancy.
6. Tenant's right to peace comfort and privacy The landlord will not cause or allow any interference with the peace, comfort or privacy of the tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of other premises.
7. Landlord's right of entry All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may, subject to the conditions in term 6 above, enter the premises: (a) in an emergency; (b) at a time previously arranged with the tenant, but not more than once every week to collect rent.(provided a reasonable alternative method of paying rent not involving attendance at the premises has been offered, but not accepted by the tenant); (c) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the landlord or agent to be accompanied by a person at the inspection; (d) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises; (e) to carry out necessary maintenance or repairs after giving at least 48

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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hours notice; (f) after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy; (g) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant; (h) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form; (i) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the tenant; (j) if the landlord believes on reasonable grounds that the tenant has abandoned the premises. If the tenant indicates that he or she wants to be present during the entry, the landlord must make a reasonable effort to negotiate an entry time that is convenient for the tenant to be present, taking into account the commitments of both the tenant and the persons entering the premises. This does not apply to entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

8. Locks and security devices The landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the landlord nor the tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other.
9. Alterations and additions The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.
10. Removal of fixtures Where the landlord gives consent to a tenant's request to carry out an alteration or addition to the premise, the tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.
11. Compensation for damages when removing a fixture If a tenant causes damage to the premises by removing a fixture, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost of repairing the damage.
12. Subletting or assignment The tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.

13. Termination at end of fixed term A landlord or tenant may end a fixed term agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days written notice to the other party. If notice is not given the agreement continues as a residential tenancy agreement as a periodic tenancy.
14. Termination by landlord or tenant for breach of agreement If a breach is capable of being remedied either the landlord or the tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the tenant or landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.
15. Termination for rent arrears Where the landlord seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, rent must be outstanding for at least 14 days before the landlord can issue a notice of termination for the breach.
16. Termination on hardship grounds Either the landlord or the tenant may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship
17. Termination not otherwise given Except as stated in terms 15 and 16 above, neither the landlord nor the tenant may give notice of termination before the end of the term of this agreement. If the tenant vacates the premises before the end of the term of this agreement without the approval (preferably in writing) of the landlord, they may be liable to the landlord for the costs associated with finding a new tenant, reletting the premises and for any loss of rent.
18. Insurance The parties acknowledge that should they want their property insured; the landlord would be responsible to insure their dwelling, fixtures and fittings and the tenant would be responsible to insure their personal belongings and furnishings.
19. Rent When, how and where rent must be paid (1) The resident must pay the rent stated in this agreement for item 8. (2) The rent must be paid at the times stated in this agreement for item 10.

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(3) The rent must be paid – (a) in the way stated in this agreement for item 11; or (b) in the way agreed after the signing of this agreement by (i) the provider or resident giving the other party a notice proposing the way; and (ii) the other party agreeing to the proposal in writing; or (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement –

20. Resident's obligations (1) The resident has the following obligations – (a) to use the resident's room and common areas only or mainly as a place of residence; (b) not to use the resident's room or common areas for an illegal purpose; (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas; (d) to pay the rent when it falls due; (e) not to keep an animal on the rental premises without the provider's permission; (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises; (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement; (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard; Examples of a fire hazard – 1 allowing newspapers to build up in the resident's room 2 blocking access to the resident's room.
21. House rules (1) The resident must comply with the house rules for the rental premises. (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
22. Condition room must be left in At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted. Examples of what may be fair wear and tear – • wear that happens during normal use • changes that happen with ageing
23. Number of occupants allowed (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room. (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises. (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.
24. Pets (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved. (2) If this agreement states for item 19.1 that pets are approved and

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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this agreement states for item 19.2 that only – (a) a particular type of pet may be kept, only that type may be kept; or (b) a particular number of pets may be kept, only that number may be kept; or (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

25. Keys At the end of this agreement, the resident must return to the provider all keys for the resident’s room and the rental premises.
26. Domestic Appliances Any domestic appliances that requires manuals or instructions are included in the Resident Handbook

Part 3 - Special terms

See clause 2(4) to 2(6)

Click here to view the [Special Terms](#)

Special Terms Agreement:

See attached/above - Special terms & House rules

The resident acknowledges that, at or before the time of signing this Residential Rooming Agreement, the resident has downloaded or was given a copy of and read and understood the documents:

Resident Name: John Citizen

Resident Signature:

Signature Of The Agent, Manager/Provider

In The Presence Of (Witness)

Or Providers Agent

Name / Trading Name: Atira Pty LTD

Print Name of Witness:

Signature of manager/provider:

Signature of witness:

Date:

Date:

THE RESIDENT ENTERS INTO THIS AGREEMENT AND AGREES TO ALL ITS TERMS.

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM EXAMPLE

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Signature Of Resident 1:

Signature Of Resident 2:

Indicate if acting on authority under Guardianship and or Administration Act 2000 or Powers of Attorney act 1998

Name of resident 1: John Citizen

Name of resident 2:

Signature of resident 1: *John Citizen*

Signature of resident 2:

Date: 01/11/18

Date:

Name of witness 1: Jane Smith

Name of witness 2:

Signature of witness 1: *Jane Smith*

Signature of witness 2:

Date: 01/11/18

Date:

SPECIAL TERMS EXAMPLE

South Australia

SPECIAL TERMS

South Australia

We encourage Residents to work with our team in order for us to best assist a smooth transition from this agreement.

SIGNED BY THE RESIDENT IN THE PRESENCE OF

WITNESS' NAME (PLEASE PRINT)

Jane Smith

WITNESS' SIGNATURE

Jane Smith

RESIDENT'S NAME (PLEASE PRINT)

John Citizen

RESIDENT'S SIGNATURE

John Citizen

I ACKNOWLEDGE AND AGREE TO THE SPECIAL TERMS

Disclaimer & Warning

Atira Student Living Pty Limited (the owner of the building) and Atira Student Living Student Living Pty Ltd (the company which operates the Building) strive to ensure the accuracy and reliability of the information contained in this handbook (Information) but no warranty is provided in this regard. Atira Student Living reserves the right to change or alter at any time, without notice, any of the Information. To the extent permitted by law, Atira Student Living and each of their employees disclaim any liability (including all losses, damages, costs and expenses of whatever nature) arising from the use of, or reliance on, any of the Information.

at: **ADELAIDE**
AUSTRALIA

atira Student Living.

P12

at: **ADELAIDE**
AUSTRALIA

atira Student Living.

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PHOTO IDENTIFICATION EXAMPLE

South Australia

Passport



Australian Drivers License



PROOF OF ENROLMENT EXAMPLE

South Australia

Confirmation of Enrolment (COE)



Australian Government
Department of Education

Overseas Student Confirmation-of-Enrolment (COE)



A. INFORMATION FOR OVERSEAS STUDENTS

THIS IS NOT A VISA AND DOES NOT ACT AS AN EXTENSION OF YOUR VISA. You may check your visa status through Visa Entitlement Online (VEVO) at: www.immi.gov.au/e-visa/vevo.htm

To apply for a student visa to study in Australia, please apply to the following Australian Government Department of Immigration and Border Protection (DIBP) office, with this form and other supporting documents:

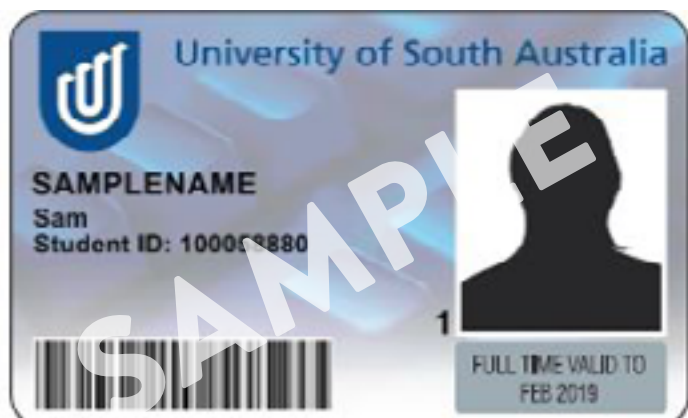
DIAC - GERMANY (Berlin)
Wallstrasse 76-79
BERLIN Germany

B. COURSE DETAILS

Provider: Swinburne University of Technology [00111D]
Telephone: 03 9214 5351 Fax: 03 9818 3645
Email: druddell@swin.edu.au

Course: Master of Commerce (Human Resource Management) [069921M]
Course Level: Masters Degree (Coursework)
Course Start Date: 04/08/2014
Course End Date: 31/12/2015

Student ID Card



HOUSE RULES

South Australia

Introduction

The House Rules (Rules) are a supplement to and form part of the Residential Tenancy Agreement and any applicable legislative provisions aimed at providing guidance and additional information on Atira policies and procedures.

Residents are required to comply with the Rules during their stay. Any failure by residents to comply with these Rules will constitute a failure to comply with the provisions of the Residential Tenancy Agreement and may lead to disciplinary action including termination of a resident's right to reside in the Property.

Atira Management will give 7 days' written notice to any updates to the Rules. If the update relates to risk and safety, the amendment to the Rules will come into effect immediately.

1. PROPERTY INDUCTION

Residents are required to attend compulsory inductions within 7 days of checking-in to the Property. Inductions cover fire safety, maintenance, the residential life program, health and safety and support services. All residents will be required to sign an attendance record confirming their presence. Residents who fail to attend a scheduled induction session must, when requested, attend a one-off session (at a time nominated by management) to ensure they are adequately inducted to the Atira community.

2. UNDER 18 INTERNATIONAL STUDENTS

All residents under the age of 18 years of age must adhere to the following Atira curfew rules and procedures:

- (a) Curfew time is 10:00pm;
- (b) Residents are not permitted to leave the Property prior to 6:00am;
- (c) Residents must present themselves to reception before 10:00pm and register their presence to avoid the Resident's institution and/or guardian being notified.
- (d) Permission to go on holidays or stay outside of the Property must be approved by the institution and/or guardian. Atira must receive written confirmation from the institution and/or guardian.
- (e) No overnight guests are permitted. Visitors must leave by 10:00pm.
- (f) No alcohol can be consumed or kept by the under 18 Resident. Under 18 Residents found to be in possession of or under the influence of alcohol will have their guardian notified immediately and their institution advised.

HOUSE RULES

South Australia

Resident Behaviour & Wellbeing

Atira expects all residents to behave in an orderly and responsible manner, and consider the peace, comfort and privacy of others.

If Atira is concerned about the personal wellbeing and/ or safety of a resident, then they are entitled to treat the situation as an emergency and enter a resident's room/ apartment without notice and/ or notify their institution's counselling services about any concerns.

If a resident is worried about a fellow resident in their apartment or if the behaviour of another resident in the Property affects the peace and living situation of other residents, the resident should immediately notify management and endeavour to seek help for that resident of concern.

3. CONDUCT & BEHAVIOUR

Atira is committed to ensuring that anyone who is part of the Atira community treats, and is treated, at all times fairly and equitably, in an environment which is free of harassment, intimidation, bullying and discrimination.

Residents must not engage in any form of harassment, discrimination, intimidation, bullying, and/or discrimination of any kind towards fellow residents, Atira staff or any other person on or about the Property (including, without limitation, by on-line means, such as email or via social networking sites, or otherwise).

Atira enforces a zero-tolerance policy in respect of Harassment, Bullying and Discrimination.

Examples of such unacceptable behaviour include (but is not limited to):

Harassment: unwanted behaviour that makes a person feel intimidated, threatened or humiliated.

Sexual Harassment: unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature where a person is intimidated, threatened or humiliated.

Bullying: repeatedly and intentionally use words or actions against someone or a group of people to cause distress and risk to their wellbeing.

Cyber/Social Bullying: bullying that is caused through the use of technology, such as the internet and social channels.

Discrimination: the unjust or prejudicial treatment of a person or group on the basis of their background or personal characteristics.

Any resident experiencing or witnessing such behaviour should report it immediately to management, who in turn will investigate and action the complaint accordingly. Outside general office hours, report such calls to the duty Resident Assistant, who will escalate the complaint to the General Manager, as the case may be.

Atira Management will not tolerate nor accept any form of such harassment, bullying and discrimination which will be deemed as serious misconduct and will result in disciplinary action, including without limitation, referral to the resident's institution and appropriate authorities (such as the police), and may result in termination of the resident's Residential Tenancy Agreement.

HOUSE RULES

South Australia

4. ALCOHOL

Atira will not prohibit the consumption of alcohol at the Property, but will encourage moderation in and a responsible attitude towards the consumption of alcohol.

- (a) Residents under the age of 18 are prohibited from being in the possession of or consuming alcohol;
- (b) Alcohol must be consumed responsibly and not affect the quiet enjoyment of other residents;
- (c) Alcoholic drinking games and other activities that promote binge drinking or excessive drinking and disorderly drunkenness are not permitted;
- (d) Alcohol is not permitted to be consumed directly outside the Property entrances/exits;
- (e) Alcohol is not permitted in Property common areas after 10:00pm. Management reserves the right to confiscate alcohol found in common areas after 10:00pm;
- (f) Residents should remain respectful of others and be aware of their own conduct at all times; and
- (g) Drunk or disorderly behaviour is unacceptable. Violence or aggression towards other residents or Atira staff will not be tolerated. This is considered a serious breach and must be reported to management.

5. DRUGS & OTHER ILLEGAL SUBSTANCES

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or substances, or the usage or selling of prescribed drugs other than for its intended purpose, and the possession of any equipment

to aid such use are prohibited at all times. Where Atira has grounds to reasonably suspect that a resident(s) is in breach of this Rule, Atira may (without limitation):

- (a) request the resident to immediately remove any such substances and/or equipment from the Property;
- (b) confiscate such substances and/or equipment; and
- (c) undertake disciplinary action. This aims to ensure the safety and security of all residents residing at the Property.

Atira reserves the right to immediately terminate a resident's Residential Tenancy Agreement and report the incident to the residents institution, the police and any other authority it deems appropriate.

6. SMOKING

Smoking of any substance, including e-cigarettes is strictly prohibited in the room and/or apartment and all buildings, including all outdoor common areas. A breach of this Rule may, at management's discretion, result in disciplinary action and an administration fee being charged in respect of, without limitation, cleaning required to remove smells/ smoking stains, and cigarette butts.

Residents are permitted to smoke in designated smoking areas, as indicated by management. Smokers must dispose of their cigarette butts in the ashtrays/ receptacles provided. Residents who wish to quit smoking can contact www.quitnow.gov.au or their institutions Wellbeing Department, see reception for contact details.

HOUSE RULES

South Australia

7. SOCIAL GATHERINGS & NOISE

An application for an event/party must be submitted to management 5 days prior to the event date. It will be at management's sole discretion to approve/decline the application.

- (a) Any event/party not approved by management will be stopped, all residents and non-residents will be required to leave the area and/or the Property immediately. Disciplinary action will be taken. The event host will be held responsible for any breach of Rules, damage and cleaning required.
- (b) At any point during the event, management can access the apartment/common areas to assess the welfare of residents and guests and ensure no damage has occurred.
- (c) During exam periods, no events/parties will be approved as it may disturb other residents.
- (d) Residents must be respectful of noise levels and allow other residents the degree of privacy they desire. Noise must be kept at a minimum between the hours of 10:00pm and 8:00am.
- (e) Residents must immediately comply with any direction by management in relation to complaints received about a party, noise levels or ceasing any activity or behaviour which is causing a disturbance to other residents of the Property and/or nearby neighbours of the Property. Failure to comply will result in disciplinary action.

8. GUESTS & VISITORS

A visitor is defined as a person who is meeting with a resident for a short period of time. A guest is defined as a person who is staying overnight with a resident in accordance with the Rules.

- (a) Visitors are to vacate the premises by 10:00pm on the day they are visiting, unless approval has been given by management. Any visitor present after 10:00pm will be considered an "unauthorised person" and asked to leave immediately;
- (b) Visitors and guests must comply with the Rules;
- (c) Residents and their visitors and/ or guests in the Property are to show respect as members of the Atira community. Residents are responsible for their guests and will be held accountable, including financially (where applicable), for any act, omission or misconduct by their visitor and/ or guests (including breach of the Rules or non-compliance with directions given by Atira to the guest). In cases of serious misconduct by a guest whilst at the property, Atira may take action against the resident, including issue of a breach notice and/or termination of the Residential Tenancy Agreement;
- (d) Visitors and guests are prohibited from entering the apartment and/or rooms of residents other than their host;
- (e) Residents are responsible for the conduct of their guests including payment for any damage or breakage that may occur;
- (f) Visitors and guests must park their vehicles off the

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Property and not interfere with the resident's use of the Property;

- (g) A guest must be registered at reception;
- (h) No overnight guests are allowed in twin share apartments;
- (i) If a resident wishes to have a guest spend the night in a shared apartment, they must inform all flatmates prior to this and obtain their permission;
- (j) A resident must not have more than one overnight guest at one time and the guest must be sleeping in the bedroom, not common areas (e.g lounge room);
- (k) A guest must be accompanied at all times by a resident and must never be given a swipe card/room key; and
- (l) The length of the entire stay for guests must not exceed 3 days within a 7-day period and must have approval from management.

9. ABSENCE FROM ROOM

- (a) If a resident is expected to be absent from the Property for more than 48 hours, Atira must be informed via email, with an emergency contact number. If you are detained away from the Property for any reason, please contact Atira and leave a message if it is unattended. For the avoidance of doubt, absence from the Property does not negate your responsibilities under your Residential Tenancy Agreement.

- (b) Should another resident report to management that you have not been seen for 48 hours and you have not advised us of your intended absence, management considers this to constitute an emergency and reserves the right and has the authority to enter your room/apartment to check on your welfare.
- (c) If you are reported as being absent from the Property for more than 72 hours, and we have no records of your whereabouts, management may report you as a missing person to the police and/or contact your next of kin.

10. PETS

Residents are not permitted to keep pets, including but not limited to, fish, rodents, insects and reptiles in their room, apartment and/or the Property. Additionally, residents are not permitted to bring animals into any building of the Property. This Rule does not apply to the keeping of an assistance dog (as first registered and approved by management).

11. SHOPPING TROLLEYS

Shopping trolley(s) are not permitted within the Property. Any resident found to have brought a shopping trolley(s) into the Property will be charged an administration fee for its removal as well as any amount incurred from the owner of the trolley. Personal trolleys are available to borrow from reception to assist Residents with grocery shopping.

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12. MAIL/DELIVERIES

Atira accepts no responsibility for any lost, damaged, misplaced or misdirected mail or items delivered to the Property. Any mail not addressed to a Tenant registered with Atira may be returned to the sender. All mail not collected within one calendar month may be returned to the sender.

Safety & Security

Located in the Resident Handbook, you will find all the numbers to be called in the event of an emergency. For any life-threatening emergency call '000' from a landline or '112' from a mobile to summon fire, police and ambulance services. Residents must also notify management if Emergency Services are contacted for any reason.

13. FALSE FIRE ALARMS

For the safety and security of all residents, all rooms, apartments, common areas, and facilities on the Property are inspected on a regular basis.

- (a) On arrival, all residents will be provided with a fire safety briefing. The fire safety equipment is connected to an alarm. If an alarm is activated, the fire brigade will respond to this alarm and send a vehicle to the Property. Any resident(s) found to have set off a false fire alarm, whether purposefully or because of carelessness, is responsible for any charges levied by the fire brigade, monitoring services and/

or security (as applicable). Management also reserves the right to treat the false alarm or tampering with fire equipment as a breach of the Rules and may be considered as serious misconduct

- (b) Smoking, candles, oil burners, incense burners and naked flames and other similar items are prohibited.
- (c) Residents are not to tamper with the fire safety equipment at any time. Should the smoke alarms sound without reasons, residents are to contact management immediately.
- (d) Residents must, when showering, ensure the bathroom door is closed, as excessive steam from the bathroom may set off a fire alarm. Residents must always use (in accordance with installed signage, as applicable) bathroom exhaust fans when showering and kitchen range hoods when cooking.

14. FIRE EQUIPMENT

Fire equipment that is not in working order jeopardises the safety of all residents and as such management regularly checks all fire equipment including fire extinguishers and hoses, smoke detectors, exit signs and evacuation maps. It is against the law to tamper with fire equipment, including removing or covering exit signs, damaging exit signs, altering the function of door closers, disabling or covering smoke detectors, discharging fire extinguishers for any purpose other than putting out a fire and doing anything that may compromise the proper functioning of fire equipment. Violators will be subject to any fines imposed by a relevant authority or agency, possible criminal penalties and an administration

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fee. A breach of this Rule in any way by a resident will be considered as serious misconduct and may result in termination of the resident's Residential Tenancy Agreement.

15. EVACUATION

Residents must familiarise themselves with the location of all building emergency exits and attend emergency evacuation information sessions when required.

If the emergency alarm system is activated, residents must evacuate the Property immediately via the fire stairs and make their way to the designated assembly point. Residents are not permitted to use lifts during and evacuation.

Residents are not permitted to re-enter the Property until advised to do so by emergency services or Atira staff.

16. HAZARDOUS MATERIAL

Hazardous materials, including (but not limited to) aerosol spray paint cans, automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be brought onto, used or stored in or around the Property because of the safety risk to you and other residents.

(a) If a material is deemed hazardous, management may arrange for its removal with the costs on-charged to the resident(s) responsible for the material; and

(b) Residents must not pour motor oil or any other hazardous material on the ground or down any drain in the Property. Motor oil is a hazardous material and cannot legally be recycled or discarded at the Property.

17. ELECTRICAL SAFETY

Residents are required to comply with the following electrical safety standards:

- (a) Cooking must only be done in the kitchen. The use of electric woks/frying pans, hotplates, hotpot/Korean BBQ hotplate, rice cookers and other mobile cooking devices anywhere outside the kitchen is prohibited;
- (b) never modify a plug by bending or removing prongs;
- (c) if plug prongs break off and remain in the receptacle slots after insertion or withdrawal, do not attempt to remove them, contact the administration office for assistance;
- (d) Residents must not use or install electrical equipment in the room/apartment without the prior approval of Atira (such approval to be granted in Atira's sole discretion; and
- (e) all electrical items including extension cords and power boards must conform to Australian Standards. Do not "daisy chain" extension cords and/or power strips.

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18. APPROVED HEATING APPLIANCES

Due to fire safety and energy efficiency residents are not permitted to use fan or bar/element heaters. The approved heating device is an oil filled column heater. Residents are to obtain approval in advance in writing from the General Manager before purchasing or using a heating appliance in the premises.

19. SECURITY

In a commitment to providing a safe and secure environment for all residents, Atira properties are equipped with secure electronic swipe key card access, and on-site security.

Nonetheless, residents should always be mindful and exercise precautionary safety measures to prevent possible dangers, threats, and theft.

To stay out of harm's way and/or safeguard personal belongings from burglary or theft, residents should:

- (a) ensure that the apartment/ room door closes and locks behind them when leaving or entering;
- (b) ensure that the building's external doors are kept closed at all times;
- (c) not prop open doors with a door stopper or similar;
- (d) forbid people that you do not know from following you into the Property;
- (e) get to know your neighbours;
- (f) never lend your swipe card or keys to another person;

- (g) never leave money or valuables in full view when no one is home;
- (h) secure bikes to bike racks using a quality lock such as a U-bolt;
- (i) and alert management or security of suspicious people or behaviour in or around the Property.

20. DOOR LOCKS

- (a) Residents are provided with one swipe card to their room door;
- (b) Residents must not tamper with/ change any lock in the Property without written permission of management;
- (c) Doors should be kept locked and closed at all times;
- (d) Residents who lose their key card will be charged a replacement fee;
- (e) If you lock yourself out during office hours, please visit reception. If you lock yourself out after office hours please contact the after-hours number for assistance.

21. WEAPONS

- (a) The possession of weapons (sword/ knives etc.) or fire arms (guns etc.) by a resident and/or their guests within the Property is strictly forbidden;
- (b) If a resident is found to be in possession of a weapon and/ or firearm, management will take disciplinary

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action which may include immediate termination of the resident's Residential Tenancy Agreement, and confiscation of the weapon/firearm; and

- (c) Management also reserves the right to report the incident to the police, including handing over of such confiscated weapon or firearm to the police. A breach of this Rule, in any way whatsoever, is deemed serious misconduct and may result in termination of the resident's Residential Tenancy Agreement.

Common Areas

The Property's common areas are for the use and enjoyment of all residents. Non-residents who are registered with reception and resident's guests are also allowed to use Property facilities, if accompanied by a resident.

Atira does not encourage the use of the Property's common areas by non-residents on a regular basis and reserves the right to restrict non-resident use and/or access to the recreational facilities.

All residents must leave all common areas neat, clean and tidy after using them.

All kitchen appliances and benches are to be cleaned after use. Cooking utensils, cutlery and crockery must be washed, dried and placed inside cupboards.

All residents of the Property are responsible for placing their rubbish in the waste bins provided.

Residents may only post flyers and posters at approved

locations or on bulletin boards throughout the Property. Any materials posted anywhere else will be removed and cleaning charges will be charged to the responsible resident(s).

Residents are not permitted to sleep in the Property's common areas.

22. OUTDOOR TERRACES / ROOF

The roofs of buildings in the Property are not constructed for pedestrian traffic with the exception of rooftop terraces.

If the Property has an outdoor terrace/ rooftop, the following rules apply to its use

- (a) Residents must not access restricted areas of the roof for both their own safety and to avoid damage. Resident(s) who access restricted areas of the roof will be in breach of this Rule, which is deemed as misconduct;
- (b) Outdoor terrace / roof is locked after 10:00pm each night;
- (c) No glass is permitted on outdoor terrace / rooftop. All drinks must be served in plastic cups.
- (d) No item/s are to be thrown off balconies, rooftop, windows or any common areas.
- (e) No unsafe or dangerous behaviour, determined by management at its discretion, is permitted; and
- (f) Management (in its absolute discretion), can close the rooftop terrace(s) for an indefinite period of time.

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23. LAUNDRY FACILITIES

Residents are required to provide their own laundry detergent/ powder and any other laundry product they wish to use.

- (a) Residents must not leave items in the machine after the cycle is finished;
- (b) Residents are to keep the laundry area clean and tidy at all times and not to store their personal items in the laundry area;
- (c) Residents are to use the dryers provided and are not permitted to hang clothes on balcony areas; and
- (d) If any items are left behind in the laundry or machines, these will be placed into the lost property box in the laundry, and if not retrieved within 7 days, will be disposed of by the cleaners.

24. BBQ

If the Property has a barbeque (BBQ) available for common use by residents, the following rules apply to its use:

- (a) Residents must only use the BBQ for its intended purpose;
- (b) Resident(s) who use the BBQ must keep it tidy and clean it after each use; and
- (c) Due to the inherent fire hazards, residents are not permitted to bring in or use a BBQ in the Property (including the room and/or the apartment), other than those supplied by the Property.

25. GYM & POOL

If the Property has a gym or pool, the following rules apply to its use:

- (a) Access to and use of the gym and pool is strictly limited to the opening hours displayed by signage at the gym and pool or otherwise notified by management from time to time. Any resident found to be accessing and/or using (or attempting to access or use) the gym and pool outside the opening hours will be in breach of this Rule, which is deemed as misconduct;
- (b) No glassware is permitted in, on/around the gym or pool area;
- (c) If the gym or pool is deemed unclean, unsafe or unhygienic by management (in its absolute discretion), the gym or pool may be closed for an indefinite period of time; and
- (d) No unsafe or dangerous behaviour, determined by management at its discretion, is permitted.

26. BICYCLES

- (a) Bicycles must otherwise be secured only to the bicycle racks and/ or storerooms located throughout the Property. Bicycles must not be left unattended or secured to other objects such as benches, light posts, trees, handrails or disabled access ramps or placed in hallways or obstruct or impede a means of access. Where bicycles are parked at an unauthorised spots, management reserves the right to remove the bicycle without prior notice.

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- (b) Atira is not responsible for the security of, the theft of, or any loss or damage sustained to any bicycle which is secured via the bicycle racks or left anywhere else in the Property.
- (c) It is strongly recommended that residents use U-bolt locking devices for securing bicycles.

27. PARKING

If the Property has parking, the following rules apply to its use:

Any vehicles (including motorbikes and electric scooters) permitted to park within the Property must only be parked in the designated parking space(s).

If any vehicle within the Property:

- (a) Is parked without authority; or
- (b) Is not parked within a designated parking space,

Management (in its absolute discretion) reserves the right (without limitation) to:

- (a) Issue the vehicle owner with a warning notice;
- (b) Cancel access to the parking area;
- (c) Arrange for the offending vehicle to be towed and charge an administration fee for the service (at the vehicle owner's expense; and
- (d) Atira is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked in the Property or resulting from the vehicle being towed from the Property.

Maintenance & Access Notification

28. MAINTENANCE OF APARTMENT & ROOMS

All residents are required to maintain the cleanliness of their rooms, and take proper care of the included furniture, appliances, and facilities:

- (a) In a way that does not interfere with the reasonable comfort of other residents;
- (b) Residents are not permitted to cook in their bedrooms (self-contained studios excluded) and must not leave uncleaned crockery, cutlery or rubbish in their rooms. All used crockery/cutlery must be cleaned and put away immediately and any rubbish must be removed and placed in the bins provided;
- (c) Furniture provided in apartments must not be removed from the area;
- (d) Damage or destruction of any part of the apartment/room, breaking windows and any other act which may damage deface, or break any part of the apartment/room or its contents, furnishings and appliances, which occurs as a result of a resident's wilful, negligent or reckless conduct is considered misconduct;
- (e) Residents are not permitted to affix any items to the walls and windows which includes, blu tack, sticky tape, picture hooks or similar. This includes marking, painting, driving nails/ screws into walls. If paintwork is damaged residents will be charged to repair it;

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- (f) Residents living in shared apartments are responsible jointly and severally for any damage and cleaning which occurs in the common areas. All residents are responsible for the costs associated with any repairs to damage and cleaning in the common areas of the apartment/room unless responsibility can be attributed to a specific person or persons; and
- (g) Any personal items left after check out will incur a removal fee and be deducted from the bond.

29. MODIFICATIONS TO APARTMENTS & ROOMS

Residents must not make any internal or external modifications to apartments / rooms or any other part of the Property, such as installing shelves, hooks or hammocks, adding new light fittings, changing light fittings, painting or repainting, or altering permanent fixtures, without the prior written approval of management.

Modifications undertaken without prior written approval will be removed, reinstated and/or repaired at the resident's expense, and the resident will be subject to disciplinary action at management's discretion, having regard to the nature and extent of the modifications and costs for removal, repair and/ or reinstatement.

30. MANAGEMENT ACCESS TO ROOMS

Atira reserves the right to enter any room/apartment:

- (a) In the case of an emergency (as determined by management at its discretion);

- (b) For the purpose of inspection, maintenance or repair; or
- (c) If requested to do so by a resident who resides in the room/ apartment (as the case may be)

Residents must not change, and/or tamper, with any lock or place any additional locks on any door to their Room or any other doors within their apartment.

Inspections of rooms/apartments are undertaken by management to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained in the apartment/ room and to enable planning for renovation or refurbishment projects.

Failure to pass the cleaning inspections, particularly after management has issued notice(s) from previous inspections, may result in charges to resident(s) for professional cleaners to return the apartment / room to Property standards.

By signing a Residential Tenancy Agreement and without limiting any provision of the Residential Tenancy Agreement, residents agree to give access to rooms/ apartments as set out in the Minimum Notice Table on the following pages:

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Minimum Notice Table

(subject to Residential Tenancies Act 1995)

REASONS FOR ENTRY	MINIMUM NOTICE GIVEN TO RESIDENT
Emergency or to carry out urgent repairs (determined by Atira at its discretion)	No notice required
Where Atira has made a reasonable attempt to obtain entry and has a reasonable belief that a person in the Room/ Apartment is causing a disturbance (ie. Noise complaints)	No notice required
Where Atira has made a reasonable attempt to obtain entry with consent and has a reasonable cause for serious concern about the health and safety of a Resident/s or any other persons in the Room/Apartment.	No notice required
Where Atira forms a reasonable belief that the Room and/ or Apartment has been abandoned.	No notice required
Mutual agreement	At the agreed time
To conduct an inspection (other than final departure inspections, where not less than 24 hours' notice is to be given). Notice may be given by way of an Inspection Schedule.	5 days (but only after the end of the first 3 months of the Residential Agreement and not more than once every 6 months, unless you agree otherwise)

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Minimum Notice Table

(subject to Residential Tenancies Act 1995)

REASONS FOR ENTRY	MINIMUM NOTICE GIVEN TO RESIDENT
To install or carry out repairs and maintenance for smoke alarms and/or safety switches	24 Hours
To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the Room/Apartment (for general purposes)	24 Hours
To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the Room/Apartment	No notice required, where your request gives consent for access, otherwise 24 hours
To carry out, inspect, or assess the need for work for the purpose of compliance with the Property's statutory obligations relating to the health and safety of the Room and/or Apartment	24 Hours
To show prospective occupants the Room/ Apartment at reasonable hours 24 hours (but only in the period 14 days before the Termination Date, unless you agree otherwise).	24 hours (but only in the period 14 days before the Termination Date, unless you agree otherwise).

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For the avoidance of doubt, Atira is not required to give notice to access and/or inspect apartment common areas in multi-bedroom apartments.

Management may enter the apartment/room with the consent of the resident given prior to or at, or immediately before, the time of entry or where the resident agrees to the entry; and

Where management access and inspect an apartment/room under this Rule, management reserves the right to enforce a breach of the Residential Tenancy Agreement and/or Rules (or any part thereof), notwithstanding the purpose for which access was gained.

30. DAMAGE OR LOSS

Residents are responsible for any damage to or loss of property in their assigned apartment/room. If the damaged or lost item is within an apartment common area, then all residents who reside in the apartment will be held responsible and charged an equal share unless responsibility can be attributed to a specific person or persons.

Residents who receive an invoice for payment of costs for restoring, repairing and/or replacing damaged or lost property must, within 7 days after the date of the invoice, pay the invoice or make contact with management to request a review of the invoice and/or discuss payment options.

31. PEST CONTROL

Any infestations that are found to have been

introduced or caused by a resident(s) will result in any charges incurred by the Property for the costs of the eradication of the pests charged to the resident(s).

Good housekeeping is very important. Residents must ensure that food is not left out or uncovered to prevent attracting pests and infestations.

Atira employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with Australian/NZ Standards as applicable. Atira will issue residents 48 hours' notice prior to any residential area of the Property being treated.

Utilities

32. WATER USAGE

Residents must ensure that all taps and showers are turned off completely and not left dripping. Toilets have a dual flush function – a half flush instead of a full flush will save 9 litres of water each time it is used. If there are any dripping or leaking taps, please report them to Atira as a matter of urgency.

33. ELECTRICITY USAGE

To avoid excessive and unnecessary electricity costs, all residents are to ensure that key cards are not left in the apartment/room key card slot when no one is home. Residents must seek permission for any additional appliances to be kept in the room (i.e. fridges) additional charges may apply, if approved.

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34. GARBAGE COLLECTION

All residents of the Property are responsible for placing their rubbish in the waste bins/chute provided. All residents must place recyclable rubbish only in the recycle bins/chute provided. Please do not try to squash large items down the bin chute, these can be placed directly into the bin on ground floor in the General Waste Room - ask the staff at reception for directions.