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 Flexi Contract 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**

**CHECKLIST FLEXI CONTRACTS**

Victoria

---

**FLEXI CONTRACT**

**Part 3: Special Terms**

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” section
3. Witness to sign on the line “Name of Witness 1” and complete the “Date” section
   
   **Note:** Your Witness can be anyone over the age of 18 who watched you sign your paperwork.

**All pages of your Rooming Accommodation Agreement must be returned**

---

**SPECIAL TERMS**

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 Signature
4. Print your name in the box “Resident’s Name”
5. Tick the box to agree to the Special Terms

**Note:** Your Witness can be anyone over the age of 18 who watched you sign your paperwork.
## SUPPORTING DOCUMENTS

### CHECKLIST FLEXI CONTRACTS

### Victoria

<table>
<thead>
<tr>
<th>Supporting Documents</th>
<th>Completed</th>
</tr>
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<tbody>
<tr>
<td><strong>Photo Identification</strong></td>
<td></td>
</tr>
<tr>
<td>Passport or Australian Drivers License.</td>
<td></td>
</tr>
<tr>
<td><strong>Proof of Enrolment</strong></td>
<td></td>
</tr>
<tr>
<td>Confirmation of Enrolment (COE) or Student ID Card</td>
<td></td>
</tr>
<tr>
<td><strong>Guarantee Form (Guarantee Letter) - Signed by Parents Required if Under 18 Only</strong></td>
<td></td>
</tr>
<tr>
<td>1. Page 1: Complete all fields as required</td>
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<tr>
<td>2. Page 2: Witness to sign in the box “Witness Signature”</td>
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<td>• Witness to print their name in the box “Witness Name”</td>
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<tr>
<td>• Guarantor to sign in the box “Guarantor Signature”</td>
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<tr>
<td>• Guarantor to print their name in the box “Guarantor Name”</td>
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</tr>
</tbody>
</table>
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 Victoria 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.
Enter text in spaces provided only. This form will be invalid if you remove or change any questions or other text.

Important information

Please read this before completing the Residential Tenancy Agreement. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 1997, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. In the Agreement you can consent to the electronic service of notices and other documents to your nominated email address. You should only consent to electronic service if you check your emails regularly. Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing. This Agreement is printed on carbonless paper and will produce copies for both the landlord and tenant. To fill out the Agreement, place on a hard surface and write firmly. Do not fold the Agreement while writing. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord and tenant to show that both parties have read and agree to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference. The landlord must give the tenant a copy of Renting a home: a guide for tenants booklet at the start of each tenancy. When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.

Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131
450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic إذا كان لديك صعوبة في فهم اللغة الإنجليزية، اتصل بخدمة الترجمة المجانية والحرة (TIS) على الرقم 03 9019 6500 بكثافة مكالمة محلية، وطلب أن ترسلوا موظف معلومات في دائرة شؤون المستهلك في فيكتوريا على الرقم 03 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450 den (şehir içi konuşma ücretine) Yazılı ve Sözlü Terçümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketiciİşleri'ni aramalarını ve siz bir Danışma Memuru ile görüşmelerini isteriniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phẩm Dịch (TIS) qua số 131 450 (với giá biểu của cuối giờ địa phương) và yêu cầu được nói đường dây tới một Nhân Viên Thông Tin tại Bộ Tiểu Thư Sự Việt (Consumer Affairs Victoria) qua số 1300 55 81 81.

Chinese 如果您聽不懂英語，請打電話給口譯和筆譯服務處，電話: 131 450（無需養一個普通電話費）。讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員。電話：1300 55 81 81。

Serbian Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service - TIS) на 131 450 (по цену локального позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic ከአር ፤ ያካንካር ፍሬ ይሃንት ሰስክ ያለቁን ያለው ምስስ ከምላር ከአር (TIS) ከሳል ነው ገደብ, 131 450 ዳ ከምላር ረተሳ ይሃንት ገደብ ከሳል ነው 1300 55 81 81 ያሱ ከምላር ከአር ከምላር ከጋላ ይሃንት መስከረም ስራዎች:

Dari اگر شما مشکل داشتیزبان انگلیسی دارید، با اداره خدمات ترجمه تحویری (TIS) وشفاهی به شماره 03 9019 6500 به سمت مخابره محلی تماس بگیرید.

with the help of (TIS) and through 03 9019 6500 local call.

ات: MELBOURNE

at: MELBOURNE

australia

P5

Dari اگر شما مشکل داشتیزبان انگلیسی دارید، با اداره خدمات ترجمه تحویری (TIS) وشفاهی به شماره 03 9019 6500 به سمت مخابره محلی تماس بگیرید.

with the help of (TIS) and through 03 9019 6500 local call.
Information about renting is available in 24 languages at consumer.vic.gov.au/languages.

THIS AGREEMENT IS MADE ON:

Date: 11/04/2019

THIS AGREEMENT IS BETWEEN:

LANDLORD
Name of Landlord: Peel Street Tenant Trust
Address: 247 Peel Street, North Melbourne, VIC, 3051
ABN: 94 751 561 069
Email: peel@atira.com
Phone: 03 9070 0900
After-hours number: 0411 966 068

whose agent is (if applicable)
Name: Atira Student Living Pty Ltd
Business Address: 247 Peel Street, North Melbourne, VIC, 3051

TENANT
Name of Tenant: John Citizen
Current Address: 1 Brisbane Street, Brisbane, Queensland, Australia
Mobile Number:
Date of Birth:
Email Address:

1. Premises (includes items listed in the Schedule as forming part of the premises)

The landlord lets a bedroom (room) and apartment common areas (on an exclusive basis) in the premises type known as:

ROOM TYPE: Studio - LF
LOCATED: 247 Peel Street, North Melbourne, VIC, 3051 (Property)
The apartment room number will be notified by the LANDLORD to the TENANT upon arrival at the Property.

2. Rent
The weekly rent amount is (inclusive of utilities and 100GB of data): $497.00
Date first rent payment due: First payment is due upon contract commencement, then every fortnight as per the rent schedule.
Date first rent payment due: 2 weeks in advance, payable fortnightly
Place of payment: 247 Peel Street, North Melbourne, VIC, 3051
Payment reference number:

3. Bond
* The Tenant must pay the bond amount specified below.
* In accordance with the Residential Tenancies Act 1997, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
* If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond lodgement form, they should telephone the RTBA on 1300 13 71 64.

Bond Amount: $1988.00
Bond Payment Due Date: Prior to commencement of agreement.

4. Period
The period of the agreement:
Commencement Date 2.00PM on: 13/04/2019
Termination Date 10.00AM on: 30/07/2019

4A. Giving of notices and information by electronic means
(1) Express Consent
Indicate below for each of the following persons whether the person agrees to notices and information being given by email under the Electronic Transactions (Victoria) Act 2000.

Landlord Email: Yes
Tenant Email: Yes

To update your preference please contact us: peel@atira.com
(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. Condition of the Premises

The LANDLORD must:

(a) Ensure that the premises are maintained in good repair, and

(b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the premises

(a) The TENANT must ensure that care is taken to avoid damaging the rented premises.

(b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.

(c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

7. Cleanliness of the premises

(a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it agrees that the TENANT is to enter into occupation of the premises.

(b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.
8. Use of premises
(a) The TENANT must not use or allow the premises to be used for any illegal purpose.
(b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet Enjoyment
The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. Assignment or sub-letting
(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD’S consent must not be unreasonably withheld.
(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

(a) Each party must comply with the Residential Tenancies Act 1997 (Vic) (the Act), as amended from time to time.
(b) For further rights and duties, refer to the Act.

SCHEDULE 1 (SPECIAL TERMS)
A. Items let with the premises (if any); B. Additional terms (if any)
This section lists any additional items and terms to this agreement. The terms listed cannot take away any of the rights and duties included in the Residential Tenancies Act 1997 (Vic) (the Act), as amended from time to time.
Both the LANDLORD and TENANT should sign and date any attachments.
Any additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

Special Terms and House Rules are attached to your confirmation email. They can also be found by clicking here.

I, agree to the Special Term (Schedule 1) attached to this Residential Tenancy Agreement.
**FLEXI CONTRACT EXAMPLE**

*Victoria*

**Signature of TENANT:**

---

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

**Signature Of The Lessor/Agent**

**Name/trading name:** Atira Pty Ltd

**Signature:**

**Date:**

---

**In The Presence Of (Witness)**

---

**Print name:**

---

**Witness signature:**

---

**Date:**

---

**Signature Of Tenant 1**

**Print name:** John Citizen

**Signature:** John Citizen

**Date:** 11/04/19

---

**Print name:** Jane Citizen

**Witness signature:** Jane Smith

---

**Date:** 11/04/19
MULTI-BEDROOM SPECIAL TERMS

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

<table>
<thead>
<tr>
<th>WITNESS' NAME (PLEASE PRINT)</th>
<th>WITNESS' SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jane Smith</td>
<td>Jane Smith</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESIDENT'S NAME (PLEASE PRINT)</th>
<th>RESIDENT'S SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Citizen</td>
<td>John Citizen</td>
</tr>
</tbody>
</table>

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.

VERSION 2.0 OCTOBER 2018
PHOTO IDENTIFICATION EXAMPLE

Victoria

Passport

Australian Drivers License
PROOF OF ENROLMENT EXAMPLE

Victoria

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 (VEO) at: www.immi.gov.au/visarevo.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)
Wellestrasse 76-79
BERLIN Germany

B. COURSE DETAILS

Provider: Swinburne University of Technology [00111D]
Telephone: 03 9214 5351 Fax: 03 9818 3645
Email: druddel@swin.edu.au
Course: Master of Commerce (Human Resource Management) [069921M]
Course Level: Masters Degree (Coursework)
Course Start Date: 04/09/2014
Course End Date: 31/12/2015

Student ID Card

Student ID: 101010
Surname: Name

Valid Until 24.12.2017

at: MELBOURNE AUSTRALIA

atira Student Living.
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.
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.
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.
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
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.
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
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.
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) To encourage residents to carry their key a $10 lock out charge will apply. 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 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.
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.
(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;
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

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);
## Minimum Notice Table
(subject to VIC Residential Tenancies Act 1997)

<table>
<thead>
<tr>
<th>Reasons for Entry</th>
<th>Minimum Notice Given to Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency or to carry out urgent repairs (determined by Atira at its discretion)</td>
<td>No notice required</td>
</tr>
<tr>
<td>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)</td>
<td>No notice required</td>
</tr>
<tr>
<td>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.</td>
<td>No notice required</td>
</tr>
<tr>
<td>Where Atira forms a reasonable belief that the Room and/or Apartment has been abandoned.</td>
<td>No notice required</td>
</tr>
<tr>
<td>Mutual agreement</td>
<td>At the agreed time</td>
</tr>
<tr>
<td>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.</td>
<td>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)</td>
</tr>
</tbody>
</table>
### Minimum Notice Table
(subject to VIC Residential Tenancies Act 1997)

<table>
<thead>
<tr>
<th>REASONS FOR ENTRY</th>
<th>MINIMUM NOTICE GIVEN TO RESIDENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>To install or carry out repairs and maintenance for smoke alarms and/or safety switches</td>
<td>24 Hours</td>
</tr>
<tr>
<td>To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the Room/Apartment (for general purposes)</td>
<td>24 Hours</td>
</tr>
<tr>
<td>To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the Room/Apartment</td>
<td>No notice required, where your request gives consent for access, otherwise 24 hours</td>
</tr>
<tr>
<td>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</td>
<td>24 Hours</td>
</tr>
<tr>
<td>To show prospective occupants the Room/Apartment at reasonable hours</td>
<td>24 hours (but only in the period 14 days before the Termination Date, unless you agree otherwise).</td>
</tr>
</tbody>
</table>
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.

31. 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.

32. 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

33. 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.

34. 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.
35. 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.