



Agreement

Residential Tenancy Agreement

Residential Tenancies Act 1995

Scape Waymouth Operator Pty Ltd

Jane Smith



Table of contents

<u>1</u>	<u>Application of the Act and Regulations</u>	1
<u>2</u>	<u>Maintenance of premises – landlord</u>	1
<u>3</u>	<u>Maintenance of premises – tenant</u>	1
<u>4</u>	<u>Use of premises</u>	1
<u>5</u>	<u>Handing over possession of the premises without restrictions</u>	1
<u>6</u>	<u>Tenant's right to peace comfort and privacy</u>	1
<u>7</u>	<u>Landlord's right of entry</u>	2
<u>8</u>	<u>Locks and security devices</u>	2
<u>9</u>	<u>Alterations and additions</u>	2
<u>10</u>	<u>Removal of an alteration or addition</u>	2
<u>11</u>	<u>Subletting or assignment</u>	2
<u>12</u>	<u>Termination at end of fixed term</u>	2
<u>13</u>	<u>Termination by landlord or tenant for breach of agreement</u>	3
<u>14</u>	<u>Termination for rent arrears</u>	3
<u>15</u>	<u>Termination on hardship grounds</u>	3
<u>16</u>	<u>Termination before end of fixed term</u>	3
<u>17</u>	<u>Insurance</u>	3
<u>18</u>	<u>Additional terms</u>	3
	<u>Signing page</u>	4

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Particulars:

All parties to this agreement should consider obtaining legal advice about their rights and obligations under this agreement.

This agreement is made on the day of: 06 January 2021 | 2:28 PM AEST

This agreement is made between the parties specified below:

Item 1	Landlord	Scape Waymouth Operator Pty Ltd 72 635 917 341 231 Waymouth Street, Adelaide, South Australia (08) 8456 5729 waymouth@atira.com
Item 2	Landlord's agent	Not Applicable
Item 3	Tenant	Jane Smith 2/09/1997 50 Hello Street, Melbourne, VIC, Australia 0400000000 janesmith@hello.com
Item 4	Address of premises	Studio - HF 231 Waymouth Street, Adelaide, South Australia The residential premises include those items referred to in Attachment 1.
Item 5	Term of agreement	Starting on 6/01/2021 Ending on 10/07/2022
Item 6	Rent	Payment of rent will be made on: Weekly amount: \$ 349.00 inclusive of utilities and internet data (inclusive of GST) <input type="checkbox"/> weekly <input checked="" type="checkbox"/> fortnightly <input type="checkbox"/> monthly
Item 7	Bond amount	\$ 1396.00



Item 8 Housing standards Does the property meet minimum housing standards (see *Housing Improvement Act 2016*)
 Yes No
Is there a rent control notice or order on the property?
 Yes No
If yes, provide details in 'Additional terms of agreement'

Item 9 Method of payment of rent **Note:** *An option to pay the rent without attending the premises must be offered to the tenant.*
the method by which the rent must be paid is:
(a) to Scape Waymouth Operator Pty Ltd
at 231 Waymouth Street, Adelaide, South Australia
by direct debit.

Item 10 Domestic appliance requiring instruction **Note:** *Manufacturers' manuals, or written or oral instructions must be given.*

Item 11 Water use and supply **Note:** *Unless there is a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for all water use and the water supply charge.*

All water use and supply charge:

All water use only:

Supply charge only:

Other:

If other, insert details of agreement: Not applicable

Note: *The tenant is not required to pay charges for water unless the landlord asks for payment within 3 months of the issue of the bill, or the tenant requested a copy of the account and the landlord failed to provide it (at no cost) within 30 days.*

Item 12 Exclusions *List parts of the premises that are not included in this agreement. Give as much details as possible.*

Soft furnishings (bed linen & towels)

The parties agree as follows:



1 Application of the Act and Regulations

The *Residential Tenancies Act 1995* and related regulations apply to all residential tenancy agreements in South Australia. An agreement or arrangement that is inconsistent with the Act is invalid.

2 Maintenance of premises – landlord

The landlord will hand over the premises in a reasonably clean condition, maintain it in a reasonable state of repair and meet all health and safety legal requirements.

3 Maintenance of premises – tenant

The tenant will keep the premises in a reasonably clean condition and notify the landlord of any damage or repair. The tenant must not intentionally or negligently cause or allow damage to the premises.

4 Use of premises

The tenant will not use or allow the premises to be used for an illegal purpose, or cause or allow a nuisance. The tenant must not cause or allow an interference with the reasonable peace, comfort or privacy of another person who lives in the immediate vicinity of the premises.

5 Handing over possession of the premises without restrictions

At the start of the agreement the landlord will not restrict the tenant from having full use of the premises (except for any part reserved for the landlord's own use). The landlord is not aware of anything that would prevent the tenant from living in the premises for the term of the tenancy.

6 Tenant's right to peace comfort and privacy

The tenant is entitled to peace comfort and privacy without interference by the landlord or other tenants of the landlord.



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7 Landlord's right of entry

All entry must be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may enter the premises as listed in section 72 of the *Residential Tenancies Act 1995*.

8 Locks and security devices

The landlord will provide and maintain locks and other devices so that the premises are reasonably secure. Neither party will alter, remove, or add a lock or security device without the consent of the other. Neither party 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 an alteration or addition

The tenant may remove an item that was added with the landlord's consent, unless its removal would cause damage. If damage is caused by removing an item, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost to repair the damage.

11 Subletting or assignment

The tenant has the right, with the landlord's written consent, to sublet or assign their interest of the premises to another. The landlord cannot unreasonably withhold consent but can charge reasonable expenses for giving consent.

12 Termination at end of fixed term

A landlord or tenant must give at least 28 days notice to the other to end a fixed agreement at the expiry of the term. The agreement continues as a periodic tenancy if no notice is given.



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13 Termination by landlord or tenant for breach of agreement

If a breach can be remedied, the landlord or tenant can issue a notice for the breach. The notice must be in a written form required by regulation, must detail the breach and that if the breach is not remedied within the specified period the tenancy will end.

14 Termination for rent arrears

If the tenant fails to pay rent, rent must be at least 14 days arrears before the landlord can issue a notice of termination for the breach. The notice must be in a written form required by regulation.

15 Termination on hardship grounds

Either the landlord or the tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT) to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

16 Termination before end of fixed term

If the tenant moves out before the end of this agreement without the approval of the landlord they may need to pay for the costs associated with finding a new tenant, reletting the premises and loss of rent.

17 Insurance

If parties want to insure the property; the landlord would be responsible to insure their dwelling, fixtures and fittings. The tenant would be responsible to insure their personal belongings and furnishings.

18 Additional terms

Additional terms are specified in Schedule 1 to this agreement.



Signing page

Executed as an agreement

Landlord/agent

Signed by

sign here ►

Landlord/agent

print name _____

Tenant

Signed by

sign here ►

DocuSigned by:
Jane Smith
BFS17D314C8E4D0...
Tenant

print name Jane Smith

Tenant

Signed by

sign here ►

Tenant

print name _____

The landlord must give the tenant a copy of this agreement after it is signed within 21 days.

Any variation to this agreement must be in writing and dated and signed by the landlord and tenant.

The landlord must keep a copy of this agreement and any variation – in paper or electronic form – for at least 2 years after the agreement ends.

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters.



Schedule 1 – Additional Terms

This Schedule 1 details additional terms to the Tenancy Agreement made between the Landlord and the Tenant.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

With respect to Schedule 1 of the Tenancy Agreement, the following terms shall have the following meanings:

Act means the *Residential Tenancies Act 1995 (SA)*.

Additional Terms means the additional terms as set out in this Schedule 1 and forming part of the Tenancy Agreement.

Apartment Common Areas means all areas in a multi-bed apartment for shared use by the occupiers of the multi-bed apartment.

Bond means the amount payable specified in item 7 in the Standard Terms.

Check-In Date means the date on which the Tenant physically checks-in to the Premises, which may be different from the Start Date.

Common Areas means all areas which are provided within the Location for shared use by the occupiers of the Location.

End Date means the date on which the Tenancy Agreement expires and the date on which the Tenant must vacate the Premises, as specified in item 5 in the Standard Terms.

Guidelines means all guidelines of the Landlord issued from time to time which may impact upon the Tenant's use and occupation of the Location including but not limited to fire rules, health and safety policies, the resident rules and any other house rules, copies of which are provided at the Location and may be made available on request.

Location means the accommodation facility at the address at which the Premises is located, as specified in item 4 in the Standard Terms.

Personal Information has the meaning given by the Privacy Act.

Premises means the premises specified in item 4 in the Standard Terms, or any other alternative accommodation provided to the Tenant by the Landlord pursuant to clause 4.11 in the Additional Terms from time to time.

Premises Items means the furniture and contents in the Premises as specified in Attachment 1, Part A.

Privacy Act means the *Privacy Act 1988 (Cth)* including the privacy principles applicable to the private sector (being the Australian Privacy Principles).

Property Manager means the person appointed by the Landlord to act as property manager.



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Property Management means the Property Manager, and any such other senior member of staff as may be designated as such by the Landlord from time to time.

Rent means the amount payable and manner of payment specified in items 6 and 9 in the Standard Terms.

Shared Items means those items detailed in Attachment 1 and any other items within the Common Areas provided for use by the occupiers of the Location, such items which may be amended by the Landlord from time to time; and

Standard Terms means the standard terms forming part of the Tenancy Agreement.

Start Date means the commencement of the Term from which the Tenant is entitled to start occupying the Premises, as specified in item 5 in the Standard Terms.

Tenancy Agreement means this residential tenancy agreement including these Additional Terms; and

Term means the period from the Start Date to the End Date inclusive as specified in item 5 in the Standard Terms.

1.2 Interpretation

Any obligation on the part of the Tenant shall where appropriate include a further obligation to ensure the Tenant's visitors comply with it.

2 THE TENANT'S OBLIGATIONS

2.1 Minors

If, at the time of entering into this Tenancy Agreement, the Tenant is under the age of 18 years:

- (a) the Tenant must give to the Landlord a guarantee from a person over the age of 18 years in favour of the Landlord to secure performance of the Tenant's obligations under this Tenancy Agreement; and
- (b) this Tenancy Agreement only becomes valid and binding on the Landlord if the Landlord has received the signed guarantee in accordance with clause 2.1(a) in the Additional Terms.

2.2 Rent and Bond

- (a) The Tenant must:
 - (1) pay the Rent in the manner described in items 6 and 9 in the Standard Terms without any deduction or set-off;
 - (2) pay the Bond in the manner described in item 7 in the Standard Terms; and
 - (3) comply with all legislation and the Guidelines.
- (b) Where the Tenant fails to pay rent in accordance with the Tenancy Agreement, without prejudice to any course of action by the Landlord and subject to the Act, the breach may be referred by Property Management to the Landlord and may be dealt with in accordance with the Guidelines.



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2.3 Condition report

Subject to the Act, the Tenant:

- (a) must mark a copy of the condition report to show any parts the Tenant disagrees with and sign and return the copy to the Property Management within 48 hours of the Check-In Date;
- (b) accepts the Premises as being in good and habitable repair and condition and fit for the purposes for which they are let and/or intended to be used if the Tenant does not inform the Property Management in writing of any defects within 48 hours of the Check-In Date, in accordance with clause 2.3(a) in the Additional Terms; and
- (c) accepts the Premises Items are present in the Premises, if the Tenant does not inform the Property Management in writing that Premises Items are missing within 48 hours of the Check-In Date, in accordance with clause 2.3(a) in the Additional Terms.

2.4 Shared Items

- (a) The Tenant acknowledges and agrees that the Shared Items may vary from time to time during the Term.
- (b) This Tenancy Agreement will continue in full force and effect and the Tenant will have no claim against the Landlord as a result of the condition or removal of any Shared Items.

2.5 Care of the Premises and Common Areas

The Tenant agrees to:

- (a) maintain the Premises and, with the other residents of the Location, the Common Areas in at least as good repair, decorative order and clean condition as they are in on the Check-In Date (as determined in accordance with clause 2.3 in the Additional Terms);
- (b) maintain the Premises Items and, with the other residents of the Location, the Shared Items in at least as good repair and condition as they are in on the Check-In Date (as determined in accordance with clause 2.3 in the Additional Terms) except for fair wear and tear;
- (c) not remove any of the Premises Items from the Premises or the Shared Items from the Common Areas;
- (d) not install or remove any fixture or renovate or alter the Premises or Common Areas without the Landlord's prior written approval;
- (e) not litter or obstruct the use of the Common Areas;
- (f) pay to the Landlord the reasonable cost of repairing any damage to the Premises and/or replacing any of the Premises Items as often as such damage occurs; and
- (g) pay to the Landlord the reasonable cost of repairing any damage to the Common Areas and/or replacing any of the Shared Items, or a reasonable percentage of such cost if damage is caused by the Tenant alone or in conjunction with other residents, but excluding fair wear and tear.



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2.6 Inspections and cleaning

- (a) The Tenant agrees to allow the Property Manager (or its designated agents) access to the Premises to conduct inspections of the Premises as permitted under the Act, and maintenance as required under clause 3 in the Additional Terms.
- (b) The Tenant agrees to allow the Property Manager (or its designated agents) to take photos of the Premises during inspections for the Property Manager's records.
- (c) If the Property Manager deems the Premises unsanitary, the Property Manager may issue a notice to the Tenant requiring the tenant to:
 - (1) remedy the situation within the timeframe stated in the notice (or as otherwise stipulated in the Act); or
 - (2) cover the reasonable costs of the Property Manager arranging for the Premises to be cleaned.
- (d) If the Property Manager deems that the Tenant has failed to satisfactorily comply with clause 2.6(c) in the Additional Terms, the failure may result in the Landlord:
 - (1) issuing a notice of breach of agreement in accordance with the Act; or
 - (2) remedying the situation at the Tenant's cost.

2.7 Tenant's own belongings and equipment

- (a) The Tenant agrees to:
 - (1) only keep or use items which are the sort of item normally kept by residents in properties of this type in the city of the Location (each a **Qualifying Item**), not including any illegal or illicit substances; and
 - (2) keep any such Qualifying Item in a safe condition, use it in a safe and proper manner and (if electrical) ensure that at all times it has a valid safety certificate issued by a qualified electrician.
- (b) The Tenant acknowledges and agrees that the Landlord is not liable in respect of any loss, damage or theft of any Qualifying Item and it is the Tenant's responsibility to take out adequate insurance for all Qualifying Items.

2.8 Nuisance

- (a) The Tenant agrees to and ensure that its guests agree to:
 - (1) not cause any excessive or unnecessary noise anywhere in the Location;
 - (2) not cause any noise in the Premises which is audible outside of the Premises;
 - (3) not cause any other occupier of the Location or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property;
 - (4) not keep or use anywhere in the Location drugs or other items of which the possession or use is prohibited by statute;
 - (5) not keep or use any firearms, offensive weapons, explosives, candles or flammable materials;



- (6) not remove, relocate, interfere or tamper with any firefighting equipment, smoke alarms or any other safety equipment, prop open any fire doors or disengage door closure mechanisms;
 - (7) not remove, relocate, interfere or tamper with any air-conditioning systems, heating systems, blinds, plumbing, electrical fittings or other equipment or services at the Location;
 - (8) in addition to any repercussions under the Guidelines, pay on demand any charges from the relevant fire authority if he/she sets off a fire alarm without due cause (even if accidentally) or removes, interferes with the operation of or otherwise tampers with any firefighting equipment or any other safety equipment;
 - (9) not smoke, or permit any smoking, within the Premises or the Location; and
 - (10) not keep any animals (including pets, reptiles or birds) at the Premises without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.
- (b) If the Tenant fails to comply with clause 2.8(a)(6) in the Additional Terms, the failure will be referred to the Property Manager and may result in the Landlord issuing a notice of breach of agreement in accordance with the Act.

2.9 Proper use of the Premises and Common Areas

The Tenant agrees to:

- (a) use the Premises for residential purposes only;
- (b) subject to clause 5 in the Additional Terms, only allow the number of persons listed in this Tenancy Agreement to reside in the Premises;
- (c) not use open deep fat frying or gas cooking equipment anywhere in the Location;
- (d) except as provided for in the Location by the Landlord, not use baths (including bucket baths), pools and other inflatable water storage, washing and drying machines, bidets or similar, gas cooking equipment and any additional plumbing fixtures anywhere in the Location;
- (e) not, without the prior written consent of the Property Management (which must not be unreasonably withheld), bring any furniture into the Premises or Location;
- (f) dispose of all food and other waste in the appropriate refuse containers;
- (g) use the Common Areas, Shared Items and Premises Items in a responsible and careful manner and for the purpose(s) they were designed to be used;
- (h) use the swimming pool provided for in the Location by the Landlord (if any) only at the times and in the manner permitted by the Property Management; and
- (i) not exceed the total load capacity of the electric sockets in the Premises or the Common Areas or use faulty appliances.

2.10 Other requirements

The Tenant agrees to:

- (a) comply with the terms of the Guidelines, copies of which the Tenant acknowledges receiving on or prior to the Check-In Date;



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- (b) comply with all reasonable requests or instructions relating to the use and occupation of the Location which may be issued from time to time by any member of the Property Management and any officer of the emergency services in attendance;
- (c) afford the due courtesy and respect to any member of the Property Management;
- (d) not park any car or vehicle in any parking space in or neighbouring the Location unless such car parking space has been allocated to the Premises;
- (e) not allow visitors to park in a parking space in or neighbouring the Location other than in a parking space specifically allocated to visitors;
- (f) not make a copy of any keys, swipe cards and/or fobs without the prior written consent of the Landlord;
- (g) not do anything at the Location or using the Premises Items or Shared Items which violates any local, state or federal laws; and
- (h) not tamper with or change any door or window locks in the Premises or Common Areas.

2.11 End of Tenancy Agreement

When this Tenancy Agreement comes to an end (however that may be), the Tenant agrees to:

- (a) notify the Property Manager to conduct an inspection of the Premises and the Premises Items;
- (b) accompany the Property Manager on an inspection of the Premises and Premises Items and countersign the completed condition report upon completion of such inspection (if the Tenant fails to accompany the Property Manager on the inspection, the Property Manager will conduct the inspection in the absence of the Tenant). The Tenant is entitled to endorse the condition report with comments on its accuracy;
- (c) vacate the Premises and remove all of his/her belongings from the Location (including, but not limited to, any fixtures, alterations, additions or renovations installed by or on behalf of the Tenant), and leave the Premises and Premises Items in the same state and condition as at the Check-In Date, fair wear and tear excepted; and
- (d) give to the Property Manager all keys, swipe cards and/or fobs to the Location and the Premises, including any car park stickers issued to the tenant. Subject to the Act, the Tenant must pay the Landlord a reasonable administrative /replacement charge on demand (calculated at the absolute discretion of the Landlord) for any such item not returned.

2.12 Keep the Property Management informed

The Tenant agrees to inform the Property Management, in writing, of:

- (a) any damage to the Premises, the Location, Premises Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs or is identified;
- (b) any change in the Tenant's status as a student;
- (c) the Tenant's contact details and the Tenant's emergency contact person's details in the event of an emergency; and



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- (d) the Tenant's forwarding address on vacation of the Location.

3 LANDLORD'S OBLIGATIONS

- (a) The Landlord will provide the following facilities for the Term, to the extent that they do not fall within the Tenant's obligations referred to in clause 2 in the Additional Terms:
- (1) maintenance and repair of the Location;
 - (2) operation, inspection, servicing and repair of plant, machinery and equipment in the Location which belongs to the Landlord;
 - (3) provision, repair and maintenance of the Shared Items;
 - (4) provision of the Premises Items at the Check-In Date;
 - (5) periodic cleaning of and removal of rubbish from the Common Areas;
 - (6) provision of firefighting equipment and smoke alarms (if required by legislation) in the Common Areas and the payment of all charges in connection with its rental, installation and maintenance;
 - (7) an adequate supply of hot water for normal domestic use;
 - (8) reasonably adequate heating in the Location having regard to prevailing weather conditions; and
 - (9) a copy of the Guidelines, including the complaints procedure.
- (b) Without prejudice to the terms and conditions of this agreement, the Landlord shall not incur any liability for any temporary failure or interruption, nor for any loss arising from such temporary failure or interruption, in the provision of any of the facilities listed in clause 3(a) in the Additional Terms which arises for reasons beyond the Landlord's control.
- (c) The Landlord may, in its sole discretion, restrict access to the Common Areas for the purposes of cleaning or for any health, safety or security reasons.

4 ADDITIONAL MATTERS

4.1 Exclusive Possession

Unless the Premises is a twin-share room (in which case clause 5 applies), the Tenant's right to occupy the Premises is on an exclusive basis.

4.2 Transfer of tenancy or sub-letting by tenant

- (a) For the purposes of this clause 4.1 in the Additional Terms, a **Suitable Replacement Person** is another person actively pursuing or attending a course of study who would not be vacating accommodation let or licensed from the Landlord or a related entity of the Landlord as a result of his/her move to the Premises.
- (b) The Tenant may transfer their rights as tenant under this Tenancy Agreement only if:



- (1) a Suitable Replacement Person (found by the Tenant) has entered into a tenancy agreement (similar in form to this Tenancy Agreement) with the Landlord;
 - (2) the Suitable Replacement Person has provided a replacement bond to the Landlord;
 - (3) the Landlord gives written consent to the transfer;
 - (4) the Tenant has paid to the Landlord all reasonable administrative charges incurred in connection with the transfer, up to a maximum of \$1,000; and
 - (5) the Tenant pays all rent and charges up to the commencement date of the new tenancy agreement for the Premises.
- (c) If no Suitable Replacement Person can be found by the Tenant, this Tenancy Agreement cannot be terminated or otherwise transferred by the Tenant except in accordance with the Act.
- (d) The Tenant must not sub-let the Premises without the landlords prior written consent.

4.3 Surveillance equipment

- (a) The Landlord discloses and the Tenant acknowledges that closed circuit television (CCTV) cameras, data sensors, foot traffic counters and other surveillance equipment added by the Landlord from time to time (**Surveillance Equipment**) may be installed in or around the Common Areas and the Location, but excluding the Premises.
- (b) The Tenant acknowledges that the Tenant's image may be captured by the Surveillance Equipment and the Tenant consents to the use of the Surveillance Equipment in or around the Common Areas and the Location.

4.4 Information and communications technology

- (a) The Tenant acknowledges that any information and communications technology (including but not limited to data network cabling and telephone cabling) installed at the Location belongs to the Landlord. The Tenant must:
 - (1) only connect to the information and communications technology with the recommended cables;
 - (2) not remove or alter the information and communication technology; and
 - (3) comply with the requirements of the Property Manager from time to time in relation to use of the information and communications technology.
- (b) If the Landlord, through a third party internet service provider, provides an internet service at the Location for use by the Tenant, the Tenant must:
 - (1) comply with the Landlord's internet use policy (if applicable);
 - (2) use the internet service in a manner which does not interfere with or disrupt other residents use of the internet service;
 - (3) not disclose passwords or usernames to any other occupancy, visitor, neighbour or third party; and



- (4) not use the internet service for any unauthorised, criminal or illegal activity.
- (c) If the Landlord provides a paid television service at the Location for use by the Tenant, the Tenant must:
 - (1) comply with the Landlord's paid television service policy (if applicable);
 - (2) use the paid television service in a manner which does not interfere with or disrupt other residents use of the paid television service;
 - (3) not disclose passwords or usernames to any other occupancy, visitor, neighbour or third party; and
 - (4) not use the paid television service for any unauthorised, criminal or illegal activity.
- (d) The Landlord may terminate a Tenant's access to the internet service if the Landlord has reasonable grounds to suspect misuse, inappropriate or unauthorised use of the internet service.
- (e) The Landlord may, in its sole discretion and without notice to the Tenant, terminate a Tenant's access to the paid television service or remove the paid television service from the Location.
- (f) If clauses 4.4(d) or 4.4(e) occur, the Tenant acknowledges that the Tenancy Agreement will continue in full force and effect and the Landlord will not be liable to the Tenant for any compensation.

4.5 Personal Information

- (a) The Tenant acknowledges and agrees that the Landlord will handle the Tenant's Personal Information (and all third party Personal Information provided by the Tenant) in accordance with the Privacy Act and the Landlord's privacy policy (as may be updated from time to time) located at <https://www.scape.com/en-au/about/privacy> (**Privacy Policy**).
- (b) If the Tenant gives the Landlord Personal Information about a third party, the Tenant warrants that it has the consent of that third party to provide their information to the Landlord, and for the Landlord to handle their Personal Information in accordance with the Tenancy Agreement and the Privacy Policy.
- (c) The Tenant consents to the Landlord disclosing their Personal Information outside of Australia to the Landlord's related entities and any third party service providers, to the Tenant's nominated emergency contacts and as otherwise required or permitted by law.

4.6 Landlord not liable

- (a) Subject to the Act, the Landlord shall have no liability to the Tenant for any loss, expense, damage or theft (howsoever arising) under or in connection with this Tenancy Agreement, or by virtue of any act or omission of the Property Management or any member thereof, except where any such loss, expense, damage or theft is caused by any negligent act or omission by the Landlord, the Property Management or the Landlord's agents;
- (b) If the Landlord is found to be liable to the Tenant, the Landlord's liability to the Tenant shall be limited to any payments actually paid by the Tenant to the Landlord.



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4.7 Release

To the fullest extent permitted by law and subject to the Act, the Tenant releases the Landlord from all claims, injury, loss or damage of any nature that the Tenant or any invitee of the Tenant might suffer or sustain:

- (a) whilst in the Location;
- (b) arising from or in connection with the Tenant's use of the Premises, Apartment Common Areas (if applicable), the Common Areas or any of the facilities or services at the Location; or
- (c) arising from or in connection with any act or omission of another resident.

4.8 Right of entry

- (a) Subject to the Act and with prior written notice, the Tenant agrees that the Landlord has the right for itself and for anyone authorised by the Landlord (including the police) to enter the Premises at all reasonable times for any purpose connected with this Tenancy Agreement or its operation.
- (b) The Tenant acknowledges that the Landlord, or anyone authorised by the Landlord, has a right to access the Common Areas and the Apartment Common Areas (if applicable) at any time without notice.

4.9 Works

The Landlord reserves the right to carry out or to commission any maintenance, alterations or building works in the Location or on adjoining or neighbouring property and the Landlord shall not be liable for any disturbance or inconvenience caused to the Tenant by such works.

4.10 Agreement with other residents

The Tenant agrees that it cannot in any circumstances compel the Landlord to take action against any other resident in relation to breaches of that resident's tenancy agreement;

4.11 Alternative accommodation

Subject to agreement between the Landlord and Tenant, the Landlord may at any time during the Term move the Tenant to alternative accommodation provided that:

- (a) the Tenant is given reasonable notice;
- (b) the alternative accommodation is not materially less suitable than the Premises; and
- (c) the Tenant will occupy the alternative accommodation on the terms of this Tenancy Agreement so far as relevant.

4.12 Notice

- (a) In this Tenancy Agreement, reference to notice means notice in writing.
- (b) Any notice or other writing served by the Landlord is valid and effective if signed by the Landlord or the Property Management or signed by an attorney, director, company secretary, authorised officer or solicitor of the Landlord.



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- (c) The Tenant acknowledges that any notice or other writing is sufficiently served on the Tenant if served personally or if forwarded to the Tenant by email or other electronic means, courier, facsimile or post to the Premises or the last address of the Tenant known to the Landlord or the Property Management.
- (d) It is the Tenant's responsibility to inform the Landlord or the Property Management in accordance with this clause 4.12 in the Additional Terms if any of the Tenant's details change in respect of clause 4.12(c) in the Additional Terms.

4.13 Emergency

- (a) The Tenant acknowledges that the Landlord and/or the Property Management may contact the Tenant's emergency contact person in the event of an emergency.
- (b) The Tenant acknowledges and agrees that the Landlord and/or the Property Management may provide Personal Information concerning the Tenant's health and safety or any other information that is required in an emergency to the Tenant's emergency contact person, authorities, the Tenant's educational institution and health professionals.

4.14 Damage and destruction of Premises

- (a) In the event that the Premises is damaged or destroyed so as to be unfit for occupation and use then the Landlord shall request the Tenant to indicate whether alternative accommodation is required. The Tenant shall respond to the Landlord within seven (7) working days indicating whether such alternative accommodation is required. If the Tenant requires alternative accommodation then this Tenancy Agreement shall continue in full force and effect. If the Tenant does not require alternative accommodation then this Tenancy Agreement will terminate.
- (b) Notwithstanding that the Landlord may have provided alternative accommodation to the Tenant under clause 4.14(a) in the Additional Terms, the Landlord may terminate this Tenancy Agreement, including the Tenant's use of the alternative accommodation, at the end of the academic term in which the Premises is damaged or destroyed as referred to in clause 4.14(a) in the Additional Terms.

4.15 Termination prior to Commencement Date

- (a) Prior to the date that is thirty (30) days before the Start Date, the tenant may terminate this Tenancy Agreement on written notice to the Landlord.
- (b) Subject to the Act, the Landlord may recover the reasonable costs incurred in reletting the Premises as a result of the Tenant terminating the Tenancy Agreement under clause 4.15(a) in the Additional Terms.

4.16 Breach

- (a) Despite any other provision in this Tenancy Agreement, if the Landlord reasonably determines that the Tenant has committed a serious breach of this Tenancy Agreement, the Landlord may give the Tenant a notice to remedy the breach or a notice to vacate, in accordance with the Act.



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- (b) Subject to the Act, if this Tenancy Agreement is terminated as a result of the Tenant's breach, the Tenant is liable to pay to the Landlord reasonable costs incurred by the Landlord in re-letting the Premises.

4.17 GST

- (a) Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this Tenancy Agreement does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this clause.
- (c) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this Tenancy Agreement, the consideration to be provided under this Tenancy Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (d) The recipient must pay the additional amount payable under clause 4.17(c) in the Additional Terms to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

5 Twin-share room

Where the Premises is a twin-share room, the Tenant acknowledges and agrees that:

- (a) the Tenant's right to occupy that part of the Premises as marked on the annexed plan is on an exclusive basis (**Exclusive Area**);
- (b) the Tenant's right to occupy that part of the Premises which does not include an Exclusive Area is on a non-exclusive shared basis;
- (c) the Landlord may, at any time during the Term and without notice to or the consent of the Tenant, enter into a tenancy agreement with any other person to allow that person to share occupancy of the Premises, except for the Exclusive Area;
- (d) the Tenant must not object to or in any way hinder the Landlord entering into a tenancy agreement with another person, including the identity of that person, in accordance with clause 5(c) in the Additional Terms;
- (e) the number of occupants in the Premises will not exceed the number of beds in the Premises;
- (f) the Tenant must at all times behave in an appropriate manner as to not cause any disturbance, distress, annoyance or inconvenience to another occupier of the Premises;
- (g) the Tenant's Bond or Rent will not be varied or affected if any other person occupies the Premises in accordance with clause 5(c) in the Additional Terms; and
- (h) if any other person occupies the Premises in accordance with clause 5(c) in the Additional Terms, this Tenancy Agreement will continue in full force and effect.



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6 Multi-bed apartment

Where the Premises is located within a multi-bed apartment, the Tenant acknowledges and agrees that:

- (a) the Tenant's right to occupy the Premises is on an exclusive basis;
- (b) the Tenant's right to occupy the Apartment Common Areas is on a non-exclusive shared basis with the other tenants of the multi-bed apartment;
- (c) the Landlord may, at any time during the Term grant a right of occupancy to additional residents to occupy other rooms within the apartment;
- (d) if any other person is entitled to occupy the apartment in accordance with clause 6(c) in the Additional Terms:
 - (1) the Tenant's Bond or Rent will not be varied or affected; and
 - (2) this Tenancy Agreement will continue in full force and effect;
- (e) the Tenant must at all times behave in an appropriate manner as to not cause any disturbance, distress, annoyance or inconvenience to another occupier of the apartment; and
- (f) a reference in this Tenancy Agreement to Tenant's obligations in relation to Common Areas, includes the Apartment Common Areas.



Attachment 1

Premises Items and Shared Items

Part A - Premises Items

- As per entry condition report

Part B - Shared Items

- All common area items located in all the Common Areas (including courtyard, gym, laundry and bike storage) and throughout building corridors and any other items issued by the Landlord or the Property Management for resident use.