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# Contract for the sale and purchase of land 2022 edition

I EINIVI	WEANING OF TERM		NSW DAN.				
vendor's agent	First National Engag 603 Pacific Highway Email: chris@fnee.co	, Belmont NSW 2280		Phone: Fax: Ref:	4947 7877 4947 7888 Chris Rowbottom		
co-agent							
vendor							
vendor's solicitor	Ezystep Conveyancing Shop 1, 313 Main Road, Toukley NSW 2263 Email: Renee@ezystepconveyancing.net.au			Phone: Fax: Ref:	02 4396 4895 02 4311 2387 RS:BSB230097		
date for completion	28 days after the cor	ntract date (clause 15)					
land (address, plan details and title reference)	124 Lorna Street, Waratah West NSW 2298 Lot 56 in Deposited Plan 19890 Folio Identifier 56/19890						
improvements	<ul> <li>□ VACANT POSSESSION</li> <li>☑ Subject to existing tenancies</li> <li>☑ HOUSE</li> <li>☑ garage</li> <li>☑ carport</li> <li>□ home unit</li> <li>□ carspace</li> <li>□ storage space</li> <li>□ none</li> <li>☑ other: Pool shed, Swimming pool</li> </ul>						
attached copies	<ul><li>☐ documents in the List of Documents as marked or as numbered:</li><li>☐ other documents:</li></ul>						
A real estate ager	nt is permitted by legis	s <i>lation</i> to fill up the ite	ms in this box in a sa	le of res	idential property.		
inclusions	air conditioning	$oxed{\boxtimes}$ clothes line	☐ fixed floor coverire	ngs 🖂 r	ange hood		
	⊠ blinds	☐ curtains	$oxed{\boxtimes}$ insect screens	$\boxtimes$ s	solar panels		
	□ built-in wardrobes		□ light fittings	$\boxtimes$ s	stove		
	□ ceiling fans	☐ EV charger	pool equipment	$\boxtimes$ -	ΓV antenna		
	☑ other: Shelving in garage, Plantation Shutters, Warobe and Desk (Fixed in office)						
exclusions purchaser purchaser's solicitor							
price deposit balance	\$ <u>\$</u> \$		(10% of the price, ur		,		
contract date			(if not stated, the	date this	contract was made)		
Where there is more	e than one purchaser			an a aife			
		☐ tenants in common	☐ in unequal shares	specify:			
GST AMOUNT (option	onal) The price includes	GST of: \$					
buyer's agent							
Note: Clause 20.15		ontract provides for choice	ces, a choice in BLOCk	( CAPITA	LS applies unless a		

### **SIGNING PAGE**

VENDOR		PURCHASER			
Signed by		Signed by			
Vendor		Purchaser			
Vendor		Purchaser			
VENDOR (COMPANY)		PURCHASER (COMPANY)			
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:			
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person		
Name of authorised person	Name of authorised person	Name of authorised person	Name of authorised person		
Office held	Office held	Office held	Office held		

### Choices

Vendor agrees to accept a deposit-bond	□ NO □ yes			
Nominated Electronic Lodgement Network (ELN) (clau	se 4): PEXA			
Manual transaction (clause 30)	NO □ yes			
	(if yes, vendor must provide further details, including any applicable exception, in the space below):			
	his is correct as far as each party is aware)			
Land tax is adjustable GST: Taxable supply	<ul><li>□ NO</li><li>☑ yes</li><li>☑ NO</li><li>□ yes in full</li><li>□ yes to an extent</li></ul>			
Margin scheme will be used in making the taxable supply	<ul><li>☒ NO</li><li>☐ yes in full</li><li>☐ yes to an extent</li><li>☐ NO</li><li>☐ yes</li></ul>			
This sale is not a taxable supply because (one or more of	,			
☐ not made in the course or furtherance of an enter				
⊠ by a vendor who is neither registered nor required	to be registered for GST (section 9-5(d))			
$\square$ GST-free because the sale is the supply of a goin	g concern under section 38-325			
$\square$ GST-free because the sale is subdivided farm land $\circ$	or farm land supplied for farming under Subdivision 38-O			
☐ input taxed because the sale is of eligible residen	tial premises (sections 40-65, 40-75(2) and 195-1)			
Durchager must make an CSTDIM payment	□ NO. □ □ □ · · · · (if you wonder must provide			
Purchaser must make an GSTRW payment (GST residential withholding payment)	☐ NO ☐ yes (if yes, vendor must provide details)			
	the details below are not fully completed at the contract late, the vendor must provide all these details in a separate			
	otice at least 7 days before the date for completion.			
• • •	al withholding payment) – details			
Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.				
Supplier's name:				
Supplier's ABN:				
Supplier's GST branch number (if applicable):				
Supplier's business address:				
Supplier's representative:				
Supplier's contact phone number:				
Supplier's proportion of GSTRW payment: \$				
If more than one supplier, provide the above de	ails for each supplier.			
Amount purchaser must pay – price multiplied by the GS7	RW rate (residential withholding rate): \$			
Amount must be paid: $\Box$ AT COMPLETION $\Box$ at another	er time (specify):			
Is any of the consideration not expressed as an amount in	money? □ NO □ yes			
16" " U OOT : I : I : I : I : I : I : I : I : I :	inioney: $\square$ NO $\square$ yes			
If "yes", the GST inclusive market value of the non-	·			

### **List of Documents**

General		Strata or community title (clause 23 of the contract)			
⊠ 1 pro	pperty certificate for the land	☐ 33 property certificate for strata common property			
⊠ 2 pla	n of the land	☐ 34 plan creating strata common property			
□ 3 unr	registered plan of the land	☐ 35 strata by-laws			
☐ 4 pla	n of land to be subdivided	☐ 36 strata development contract or statement			
□ 5 doo	cument to be lodged with a relevant plan	☐ 37 strata management statement			
	ction 10.7(2) planning certificate under	☐ 38 strata renewal proposal			
	vironmental Planning and Assessment Act	☐ 39 strata renewal plan			
197 □ 7 add	ditional information included in that certificate	$\square$ 40 leasehold strata - lease of lot and common			
	der section 10.7(5)	property			
	werage infrastructure location diagram	☐ 41 property certificate for neighbourhood property			
(se	ervice location diagram)	☐ 42 plan creating neighbourhood property			
	wer lines location diagram (sewerage service	☐ 43 neighbourhood development contract			
	gram)	☐ 44 neighbourhood management statement			
	cument that created or may have created an sement, profit à prendre, restriction on use or	☐ 45 property certificate for precinct property			
	sitive covenant disclosed in this contract	☐ 46 plan creating precinct property			
□ 11 <i>pla</i>	anning agreement	☐ 47 precinct development contract			
☐ 12 sec	ction 88G certificate (positive covenant)	<ul><li>□ 48 precinct management statement</li><li>□ 49 property certificate for community property</li></ul>			
☐ 13 sur	rvey report	☐ 50 plan creating community property			
	ilding information certificate or building rtificate given under <i>legislation</i>	☐ 51 community development contract			
	cupation certificate	☐ 52 community management statement			
	use (with every relevant memorandum or	$\square$ 53 document disclosing a change of by-laws			
vai	riation)	☐ 54 document disclosing a change in a development or management contract or statement			
	ner document relevant to tenancies	☐ 55 document disclosing a change in boundaries			
	ence benefiting the land	☐ 56 information certificate under Strata Schemes			
	I system document	Management Act 2015			
	own purchase statement of account	$\hfill\Box$ 57 information certificate under Community Land			
	ilding management statement	Management Act 2021			
	m of requisitions earance certificate	☐ 58 disclosure statement - off-the-plan contract			
	nd tax certificate	☐ 59 other document relevant to off-the-plan contract			
	uilding Act 1989	Other			
	surance certificate				
	ochure or warning				
	idence of alternative indemnity cover				
Swimming Pools Act 1992					
	rtificate of compliance				
	idence of registration				
	evant occupation certificate				
	rtificate of non-compliance				
	tailed reasons of non-compliance				
	r				

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

### IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

### WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

### WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

# **Cooling off period (purchaser's rights)**

- This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is NO COOLING OFF PERIOD—
  - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  - (b) if the property is sold by public auction, or
  - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

### **AUCTIONS**

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

#### **WARNINGS**

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group NSW Department of Education

Australian Taxation Office NSW Fair Trading

Council Owner of adjoining land

County Council Privacy

Department of Planning and Environment Public Works Advisory

Department of Primary Industries Subsidence Advisory NSW

Electricity and gas

Land and Housing Corporation

Telecommunications

Transport for NSW

Local Land Services Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

- 3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
- 4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
- 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
- 8. The purchaser should arrange insurance as appropriate.
- 9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
- 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- 12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

#### 1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

adjustment date the earlier of the giving of possession to the purchaser or completion; adjustment figures details of the adjustments to be made to the price under clause 14;

authorised Subscriber (not being a party's solicitor) named in a notice served by a party as

being authorised for the purposes of clause 20.6.8;

bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

cheque a cheque that is not postdated or stale;

clearance certificate a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers

one or more days falling within the period from and including the contract date to

completion;

completion time conveyancing rules deposit-bond the time of day at which completion is to occur;

the rules made under s12E of the Real Property Act 1900;

a deposit bond or guarantee with each of the following approved by the vendor -

the issuer;

• the expiry date (if any); and

• the amount;

depositholder vendor's agent (or if no vendor's agent is named in this contract, the vendor's

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

discharging mortgagee any discharging mortgagee, chargee, covenant chargee or caveator whose

provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

be transferred to the purchaser;

document of title

incoming mortgagee

planning agreement

**ECNL** 

document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW);

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace:

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronic transfer a transfer of land under the Real Property Act 1900 for the property to be prepared

and Digitally Signed in the Electronic Workspace established for the purposes of

the parties' Conveyancing Transaction;

FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

FRCGW remittance a remittance which the purchaser must make under s14-200 of Schedule 1 to the

TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if

any) and the amount specified in a variation served by a party;

GST Act A New Tax System (Goods and Services Tax) Act 1999;

GST rate The rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition)

- General) Act 1999 (10% as at 1 July 2000);

GSTRW payment a payment which the purchaser must make under s14-250 of Schedule 1 to the TA

Act (the price multiplied by the GSTRW rate);

GSTRW rate the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at

1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); any mortgagee who is to provide finance to the purchaser on the security of the

property and to enable the purchaser to pay the whole or part of the price;

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

manual transaction a Conveyancing Transaction in which a dealing forming part of the Lodgment Case

at or following completion cannot be Digitally Signed;

normally subject to any other provision of this contract;

participation rules the participation rules as determined by the ECNL;

party each of the vendor and the purchaser;

property the land, the improvements, all fixtures and the inclusions, but not the exclusions;

a valid voluntary agreement within the meaning of s7.4 of the Environmental

Planning and Assessment Act 1979 entered into in relation to the *property;* populate to complete data fields in the *Electronic Workspace*;

requisition an objection, question or requisition (but the term does not include a claim);

rescind rescind this contract from the beginning; serve serve in writing on the other party:

settlement cheque an unendorsed cheque made payable to the person to be paid and –

issued by a bank and drawn on itself; or

• if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*:

solicitor in relation to a party, the party's solicitor or licensed conveyancer named in this

contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate terminate this contract for breach;

title data the details of the title to the property made available to the Electronic Workspace by

the Land Registry:

variation a variation made under s14-235 of Schedule 1 to the *TA Act*; within in relation to a period, at any time before or during the period; and

work order a valid direction, notice or order that requires work to be done or money to be spent

on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of

the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

#### 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by -
  - 2.4.1 giving cash (up to \$2,000) to the depositholder,
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*, or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can terminate if
  - 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

#### 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original deposit-bond
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor
  - 3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond, or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser
  - 3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

#### 4 Electronic transaction

- 4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless -
  - 4.1.1 the contract says this transaction is a manual transaction, giving the reason, or
  - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* 4.2.1 each *party* must
  - bear equally any disbursements or fees; and
  - otherwise bear that party's own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the electronic transaction -
  - 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the ELNO and the Land Registry.
- 4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6
  - 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and populate an electronic transfer.
  - 4.7.3 invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and
  - 4.7.4 populate the Electronic Workspace with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that
  - 4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
  - 4.11.2 all certifications required by the ECNL are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring
  - 4.13.1 all electronic documents Digitally Signed by the vendor and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
  - 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things
  - 4.14.1 holds them on completion in escrow for the benefit of; and
  - 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

#### 5 Requisitions

- 5.1 If a form of requisitions is attached to this contract, the purchaser is taken to have made those requisitions.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it
  - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title *within* 21 days after the contract date;
  - 5.2.2 if it arises out of anything *served* by the vendor *within* 21 days after the later of the contract date and that *service*; and
  - 5.2.3 in any other case within a reasonable time.

#### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

#### 7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion —

- 7.1 the vendor can rescind if in the case of claims that are not claims for delay
  - 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor serves notice of intention to rescind; and
  - 7.1.3 the purchaser does not serve notice waiving the claims within 14 days after that service; and
- 7.2 if the vendor does not rescind, the parties must complete and if this contract is completed
  - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
  - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
  - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
  - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
  - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
  - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

### 8 Vendor's rights and obligations

- 8.1 The vendor can rescind if -
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not serve a notice waiving the requisition within 14 days after that service.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination*
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a party can claim for a reasonable adjustment.

#### 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price):
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

#### 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or requisition or rescind or terminate in respect of
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

#### 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

#### 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for
  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7)
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
    - if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the depositholder is to pay the retention sum to the purchaser; but
    - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the property.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent
  - 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

#### 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The parties must make any necessary adjustment on completion, and -
  - 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
  - 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date*
  - only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
  - 14.4.2 by adjusting the amount that would have been payable if at the start of the year
    - the person who owned the land owned no other land;
    - the land was not subject to a special trust or owned by a non-concessional company; and
    - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

#### 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

### 16 Completion

#### Vendor

- 16.1 Normally, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

#### Purchaser

- 16.5 On completion the purchaser must pay to the vendor
  - 16.5.1 the price less any
    - deposit paid;
    - FRCGW remittance payable;
    - GSTRW payment, and
    - amount payable by the vendor to the purchaser under this contract; and
  - 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

#### 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if
  - 17.2.1 this contract says that the sale is subject to existing tenancies; and
  - the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

#### 18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion
  - 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property;* or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion
  - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor
  - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is rescinded or terminated the purchaser must immediately vacate the property.
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

#### 19 Rescission of contract

- 19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right
  - 19.1.1 only by serving a notice before completion; and
  - in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation
  - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

#### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party*'s *solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the party or the party's solicitor,
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of rescission or termination.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay
  - 20.7.1 if the *party* does the thing personally the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to -
  - 20.16.1 any party signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party*'s intention to be bound by this contract.

### 21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

#### 22 Foreign Acquisitions and Takeovers Act 1975

- The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

#### 23 Strata or community title

#### • Definitions and modifications

- This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
  - 23.2.1 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

#### Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1
  - 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract
  - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -
  - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if
  - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

### • Notices, certificates and inspections

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

### Meetings of the owners corporation

- 23.17 If a general meeting of the owners corporation is convened before completion
  - 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
  - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

#### 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date
  - 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
  - 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion
  - 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
  - 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
  - 24.3.3 normally, the purchaser can claim compensation (before or after completion) if
    - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
    - such a statement contained information that was materially false or misleading;
    - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
    - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion
  - 24.4.1 the vendor must allow or transfer
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
    - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
  - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
  - 24.4.3 the vendor must give to the purchaser
    - at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion:
    - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
    - a copy of any disclosure statement given under the Retail Leases Act 1994;
    - a copy of any document served on the tenant under the lease and written details of its service,
       if the document concerns the rights of the landlord or the tenant after completion; and
    - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
  - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
  - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

#### 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it)
  - 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document
  - 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
  - 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title
  - 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
  - 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land):
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any document of title that relates only to the property.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

#### 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.

#### 27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent within 7 days after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused -
  - 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is
  - 27.7.1 under a *planning agreement*, or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

### 28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered within that time and in that manner
  - 28.3.1 the purchaser can *rescind*; and
  - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

#### 29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening
  - 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of
    - either party serving notice of the event happening;
    - every party who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.

- 29.8 If the parties cannot lawfully complete without the event happening
  - 29.8.1 if the event does not happen within the time for it to happen, either party can rescind;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can rescind:
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

#### 30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

#### Transfer

- 30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

#### • Place for completion

- 30.6 Normally, the parties must complete at the completion address, which is -
  - 30.6.1 if a special completion address is stated in this contract that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place that place; or
  - 30.6.3 in any other case the vendor's *solicitor's* address stated in this contract.
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

#### • Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so
  - 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
  - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must
  - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

#### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if -
  - 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

#### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

#### **Addition Provisions**

### These are the special conditions to the contract for the sale of land

#### **BETWEEN**

Benjamin Thomas Fielding and Sian Fielding And

### 1. Notice to complete

- 1.1 Fourteen (14) days is reasonable and sufficient notice for all purposes under this agreement and for the giving of any notice in relation to the completion hereof.
- 1.2 Condition 20.6.5 is deleted and the following provision is inserted:- 20.6.5 served if it is sent by facsimile transmission and in any case shall be deemed to be duly given or made when:
  - a) the transmission has been completed;
  - i. except where
  - the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
  - c) the time of dispatch is not before 5.00pm(local time) on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
- 1.3 In addition to the manner contained in provision 20.6 hereof a document under or relating to the contract can be served by or on a party if addressed to such party's Conveyancer/Solicitor or agent named in the contract and delivered to an appropriate place in the facilities of a document exchange system in which the recipient's conveyance/solicitor or agent has receiving facilities. Such notice or document is deemed to have been received by such party and that party's conveyance/solicitor or agent on the next business day following the date on which it was first delivered to such document exchange system, whether or not the place of such delivery is the

- same place at which the recipient conveyancer/solicitor or agent has receiving facilities.
- 1.4 If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of \$385.00. The payment of such monies is an essential term of this contract.

### 2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### 3. Purchaser acknowledgements

The Purchaser acknowledges that they are purchasing the property:

- (a) Subject to all defects latent and patent;
- (b) Subject to any infestations or dilapidations;
- (c) Subject to all existing water, sewerage, drainage and plumbing services and connections passing through or over the property;
- (d) Subject to all telephone or electricity lines whether the property of any Local Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under the Act in respect of any building, improvement or fixture on the land.
- (f) Subject to any encroachments by or upon the property.
- (g) Subject to any asbestos in the improvements to the property whether disclosed by the vendor or not.

The Purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

- 4. The property, together with any improvements thereon, is sold in its present state of condition and repair. The Purchaser confirms and acknowledges that they buy the property as is and are not relying on any warranties or representations made to the Purchaser by the Vendor or on behalf of the Vendor which is not contained in this Contract. The Purchaser shall not make any requisition, objection or claim thereto upon the Vendor to carry out any repairs to the said property, or to any furnishings and chattels, assume any liability towards, or payment of any monies relative to a work order or decision of any statutory authority, Owners Corporation or Local Council made after the date hereof nor effect any treatment for pest infestation.
- 5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

### 6. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

### 7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

#### 8. Amendments to the Standard form

The contract for sale is amended as follows: -

- (a) Clause 7.1.1 is amended by deleting the amount "5%" and replacing with "1%".
- (b) Clause 16.5 is amended by deleting "plus another 20% of that fee"
- (c) Clause 16.12 is deleted.
- (d) Clause 16.8 is amended by deleting "\$10.00 for each extra cheque" and substituting "\$5.00 for each extra cheque".
- (e) Clause 18 is amended by adding the following:"18.8 The purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

### 9. Release of deposit for payment of a deposit and stamp duty

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

### 10. Cancelled or Delayed Settlement

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of \$145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

### 11. Requisitions on title

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

12. Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

#### 13. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
- 14. The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Hunter Water Corporation. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

### 15. Maintenance of Property before settlement

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

- (i) not cut the grass or maintained the lawn or other plants;
- (ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

16. The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties

agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

17. The Purchasers representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendors representative within five (5) business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) business days prior to completion, the purchaser will allow the sum of \$150 to cover the vendors representative costs for late preparation of settlement adjustment sheet.

### 18. Deposit by Instalments

In the event the Vendor has agreed to allow the purchaser to pay the deposit by instalments, the following applies;

The purchaser acknowledges that the Vendor is entitled to require payment of the full deposit equal to 10% of the purchase price.

The deposit will be paid as per the following;

- 0.25% to be paid on exchange.
- 9.75% to be paid in the expiry of the cooling off period.

### 19. Hunter Water Corporation - Location of Internal Drainage Diagram

For the purposes of Scheduled 1 Conveyancing (Sale of Land) Regulation 2017, Hunter Water Corporation does not provide a plan showing the location of any internal sewer lines on the land from the point of connection to the authority's sewer main (including the point of connection).

#### **REQUISITIONS ON TITLE**

Property: 124 Lorna Street, Waratah West NSW 2298 Vendor: Benjamin Thomas Fielding and Sian Fielding

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

### All properties

- 1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
- **2.** Are there any encroachments by or upon the property?
- **3.** Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
- **4.** Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
- **5.** Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

#### If strata/community title

- **1.** Has the initial period expired?
- 2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

### If rural

- 1. Are there any notices from neighbours or any public authorities requiring compliance?
- 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
- **3.** Are there any give and take fences?
- **4.** Are there any agreements with neighbours relating to fencing?
- **5.** Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

- **6.** Has the vendor any water licence or rights under the Water Management Act 2000?
- 7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
- **8.** Are there any enclosure permits that attach to the property?
- **9.** Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
- **10.** Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
- **11.** Is there any application to the Crown for purchase or conversion of a holding?
- 12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

### If company title

- 1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
- 2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
- 3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
- 4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.



Information Provided Through triSearch (Website) Ph. 1300 064 452 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 56/19890

SEARCH DATE TIME EDITION NO DATE -------------\_\_\_\_ 7 9/9/2018 15/2/2023 4:55 PM

LAND

LOT 56 IN DEPOSITED PLAN 19890

AT WARATAH

LOCAL GOVERNMENT AREA NEWCASTLE

PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP19890

FIRST SCHEDULE

\_\_\_\_\_

BENJAMIN THOMAS FIELDING

SIAN FIELDING

AS JOINT TENANTS

(T AK883977)

SECOND SCHEDULE (4 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- BK 1100 NO 755 PROVISIONS CONTAINED THEREIN
- D749893 COVENANT
- AK883978 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

fielding

PRINTED ON 15/2/2023

Received: 15/02/2023 16:55:01

<sup>\*</sup> Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

of subdivision of part of land in R.P. Appn 35288. at Waratah.

Parish of Newcastle

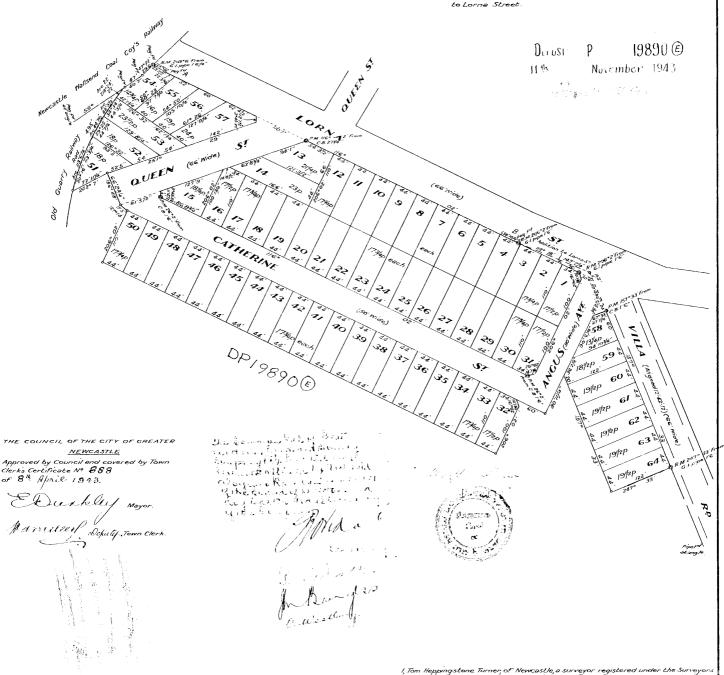
## County of Northumberland

Scale 100 feet to an inch

Great Northern Nº 6 Subdivision.

Restrictive covenants, if any, will be embodied in the transfer of each lot shown hereon.

It is intended to dedicate Queen St, Catherine St & Angus A to the public, also the strip of land marked x as an addit. to Lorna Street.



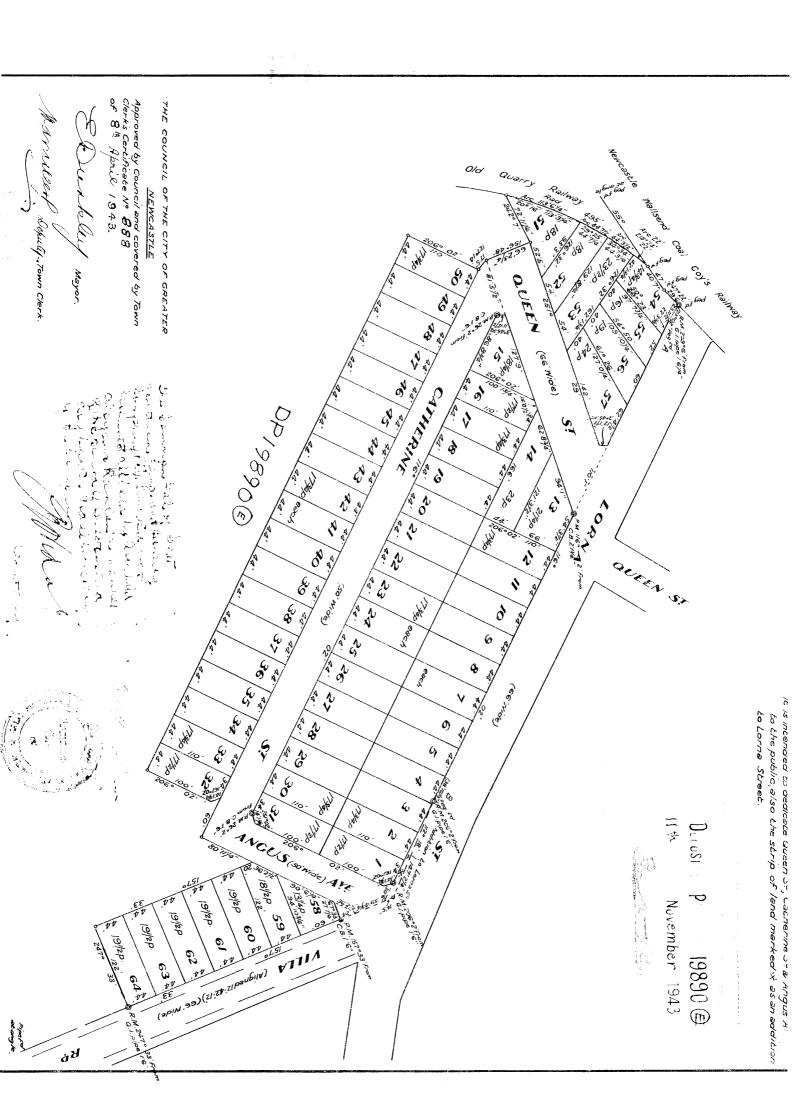
ubscribed and declared before meat lewcastle this 12<sup>th</sup> day of January. 1943

Bruce Art mis 1.7. Re-declared this 2nd day of October 1943.

Que & Danis 16 Datum line of Azimuth A-B.

I, Tam Heppingstone Turner of Newcastle, a surveyor registered under the surveyors Act, 1929, do hereby salemnly and sincerely declare, (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the landare correctly remarked fe that the survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been made in a survey represented in this plan has been a survey of the survey represented in this plan has been a survey of the survey represented in this plan has been a survey snown, (a) (nee the whole of the macerial races in reliation to the limit are carrier represented (e) that the survey represented in this plan has deep made in accordance with the Survey Practice Regulations, 1933 by the and the permaners accordance with the Survey Practice Regulations, 1933 by the and the permaners accordance with the same to be true, and I make this salemn declaration conscientiously believing the same to be true, and by writue of the provisions of the Oaths Act, 1900.

Surveyor registered under the Surveyors Act, 1929.

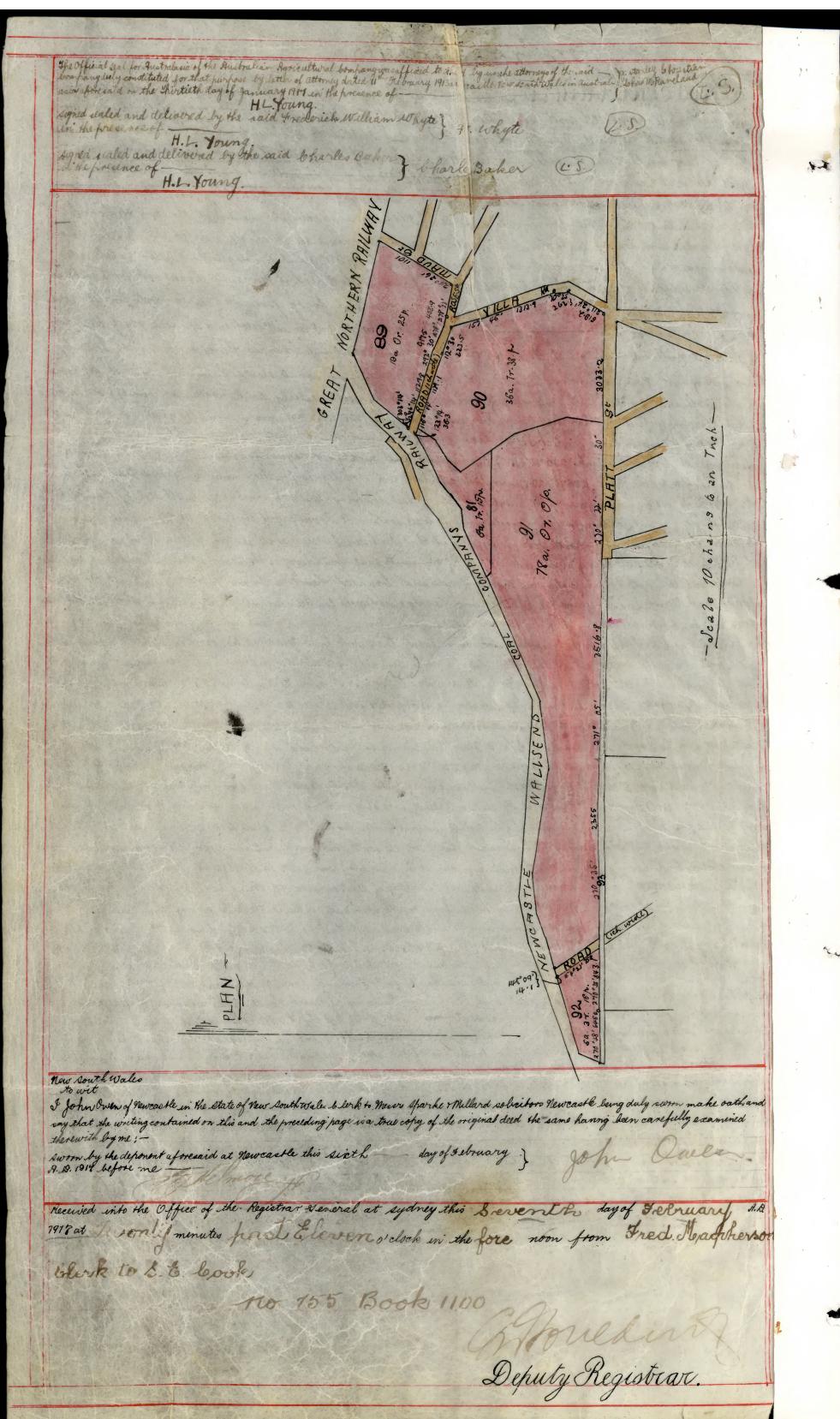


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Any provision in addition or modification of the covenants implied by the may also be inserted. If the space provided is insufficient a form of and should be used. ENCUMBRANCES, &c., REFERRED TO. Reservations notifications and conditions noted in and endorsed on the said Certificate of Title. Ei ghth day of October 19 47. If executed within the State this instrument should be signed or acknowledged before the Registrar-General, of Deputy Registrar-General, or Anotary Public, a J. P., or Commissioner for Affiderita, to whom the Transferror is known, otherwise the attasting witness must appear before one of the above functionaries to make a declaration is the form overlead. As to instruments executed clsewhere, see page 3. E JUSINA em tausferror.  $\mathcal{L}: \mathcal{A}$ of the Company вť <sup>ь</sup>Signed Repeat attestation if necessary. † Accepted, and I hereby certify this Transfer to be correct If the Transferror or Transferree signs by a mark, the attentation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same." of the Real Property Act. Signed in my presence by the transferrees WHO IS PERSONALLY KNOWN TO ME Jodd Transferrees: If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness. signed by the accorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure.

The words rejected should be accred through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation. E1165 83817 7.45 81 437-

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# At

ANNEXURE "A" REFERRED TO IN MEMORANDOM OF TRANSFER LATED THE EIGHTH LAY OF OCTOBER ONE THOUSAND NINE HUNDRED AND FORTY SEVENALE BETWEEN GREAT NORTHERN LAND AND HOUSING COMPANY PTY. LIMITED AND JOHN TODD AND BERYL VIOLET TODD.

( and the transferred covenants work the transferra

That the Purchasers their personal representatives and sequels in title shall not erect or permit to be erected upon the land hereby transferred more than one main building and that any such building shall be constructed in a proper and workmanlike manner and shall cost and be of the value of not less than Four hundred and fifty pounds (£450,0.0) and that such main building shall not be used for any purpose other than that of a private dwelling.

PURSUANT to section 88 (1) of the Conveyancing Act 1919-1943 as regards the covenant herein contained restrictive of the user of the land hereby transferred 1T 18 HEREBY DECLARED as follows:-

- 1. That the lands to which the benefit of such covenant is intended to be appurtenant are the residue of the allotments in the subdivision of which the land hereby transferred forms part.
- 11. That the land which is subject to the burden of such covenant is the land hereby transferred.
- enant to the residue of the land in the said Covenant is appurt enant to the residue of the land in the said Deposited Plan as afore said the said covenant may be arbitrarily released varied or modifie by and the only persons having the right to or whose consent shall be required to release vary or modify the said covenant shall be Great Northern Land and Housing Company Pty. Limited and its successors.

DATED at Newcastle this Sighth day of October 1947

THE COMMON SEAL of GREAT NORTHERN LAND AND HOUSING COMPANY PTY. LIMITED was hereunto affixed in the presence of Archibald Aloysius Rankin a member of the Board of Directors of the Company and Roy Carter Vidal Secretary of the Company

Ner Rank

SIGNED in my presence by the Transferrees who are personally known to me:-

for Jodd. B. V. Jodd.

(0)



## **Planning Certificate**

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack

GPO Box 4029

SYDNEY NSW 2001

Certificate No: PL2023/00757

Fees: \$62.00

**Receipt No(s):** D002550215

Your Reference: fielding

**Date of Issue:** 16/02/2023

**The Land:** Lot 56 DP 19890

124 Lorna Street Waratah West NSW 2298

#### Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 23

#### IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 16/02/2023. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

## City of Newcastle

PO Box 489 NEWCASTLE NSW 2300

Phone: (02) 4974 2000 Facsimile: (02) 4974 2222 **Customer Contact Centre** 

Ground floor, 12 Stewart Avenue Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

#### Part 1:

#### Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

#### 1. Names of relevant planning instruments and development control plans

A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

#### **State Environmental Planning Policies**

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Building Sustainability Index:BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022 - Effective from 1 October 2023

#### **Local Environmental Plans and Development Control Plans**

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

#### **Proposed State Environmental Planning Policies**

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

#### Planning Proposals for Local Environmental Plans and Draft Development Control Plans

There are currently no draft DCPs that apply to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

#### 2. Zoning and land use under relevant planning instruments

#### **Newcastle Local Environmental Plan 2012**

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

#### Zone R2 Low Density Residential

Note: Refer to www. newcastle.nsw.gov.au or www. legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

#### **Zone R2 Low Density Residential**

#### Objectives of zone

- · To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character
  of surrounding development and the quality of the environment.

#### Permitted without consent

Environmental protection works; Home occupations

#### Permitted with consent

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

#### Prohibited

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

#### • Additional permitted uses

The land does not have additional permitted uses.

#### Minimum land dimensions for erection of a dwelling-house

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

Critical habitat: The Newcastle Local Environmental Plan 2012 does not identify the land as including
or comprising critical habitat.

#### • Area of Outstanding Biodiversity Value

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

#### • Heritage conservation area

The land is not within a heritage conservation area under an environmental planning instrument.

#### Heritage items

There are no heritage items listed under an environmental planning instrument.

#### 3. Contributions plans

The following contribution plan/s apply to the land.

#### Section 7.11 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

#### Section 7.12 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

#### 4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of clause 1.17A(1)(c)—(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

#### Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the Wilderness Act 1987.

#### State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

#### Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

#### **Environmentally Sensitive Area or Environmentally Sensitive Land**

Except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the land is NOT within an environmentally sensitive area.

#### **State Heritage Exemption**

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

#### **Draft Heritage Item**

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

#### **Heritage Conservation Area**

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

#### Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

#### **Acid Sulfate Soil**

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

#### Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act* 1997.

#### Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act* 1995 or a property vegetation plan approved under the *Native Vegetation Act* 2003.

#### Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

#### Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

#### Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

#### Foreshore area

The land is NOT in a foreshore area.

#### 25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

#### Special area

The land is NOT declared to be a special area under the Water NSW Act 2014.

#### **Unsewered land**

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

#### Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* 

#### General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy* (Exempt and Complying Development Codes) 2008 may exclude complying development from being carried out on the land.

#### 5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

#### Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act* 2016.

#### **Area of Declared Critical Habitat**

The land IS NOT within a declared critical habitat under Part 7A of the Fisheries Management Act 1994.

#### Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the Wilderness Act 1987.

#### Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

## Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

#### **Siding Spring Observatory**

The land is NOT within 18 kilometres of Siding Spring Observatory.

#### General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy* (Exempt and Complying Development Codes) 2008 may exclude exempt development from being carried out on the land.

#### 6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*. Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

#### 7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

#### 8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

#### 9. Flood related development controls

7A(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

7A(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood.

Our current information indicates the property is not flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

#### 10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

**Land Contamination:** Council has adopted a policy of restricting development or imposing conditions on properties affected by Land Contamination. Refer to the Newcastle Development Control Plan 2012, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining

development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

#### 11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

#### 12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

#### 13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

#### 14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

#### 15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

#### 16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

#### 17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

#### 18. Orders under Trees (Disputes Between Neighbours) Act 2006

CN HAS NOT been notified that an order has been made under the *Trees (Disputes between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

## 19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act* 1993 for coastal protection services (within the meaning of section 553B of that Act).

#### 20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

#### 21. Development consent conditions for seniors housing

- (a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.
- (b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

#### 23. Matters prescribed under the Contaminated Land Management Act 1997

**Note:** There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.

Issued without alterations or additions, 16/02/23 Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



#### **HUNTER WATER CORPORATION**

A.B.N. 46 228 513 446

#### SERVICE LOCATION PLAN

Enquiries: 1300 657 657 APPLICANT'S DETAILS



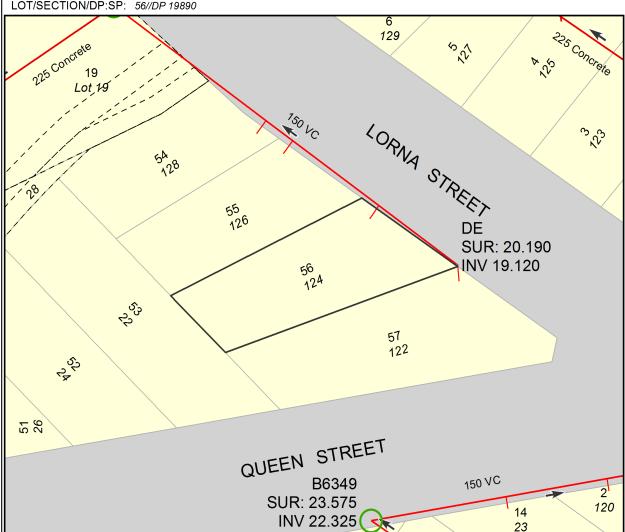
InfoTrack 124 LORNA WARATAH WEST NSW APPLICATION NO.: 1932005

APPLICANT REF: M fielding

RATEABLE PREMISE NO.: 6130310318

PROPERTY ADDRESS: 124 LORNA ST WARATAH WEST 2298

LOT/SECTION/DP:SP: 56//DP 19890



SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLDED. ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 15/02/2023

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW CONTOUR DATA © AAMHatch © Department of Planning

SEWER/WATER/RECYCLED WATER UTILITY DATA
© HUNTER WATER CORPORATION



#### **NSW SWIMMING POOL REGISTER**

#### **Certificate of Compliance**

Section 22D - Swimming Pools Act 1992

Pool No: d540bf5c

Property Address: 124 LORNA STREET WARATAH WEST

Expiry Date: 04 April 2025

Issuing Authority: Paul Anthony Sawka - Registered Certifier -

bdc3102

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools*Act 1992. The issue of this certificate does not negate the need for regular

maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act* 1992.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

#### Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- · Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use



#### **NSW SWIMMING POOL REGISTER**

#### **Certificate of Registration**

**Section 30C - Swimming Pools Act 1992** 

Pool No: d540bf5c

Property Address: 124 LORNA STREET WARATAH WEST

Date of Registration: 21 March 2022

Type of Pool:

An outdoor pool that is not portable or

inflatable

**Description of Pool:** Inground Concrete

The swimming pool at the above premises has been registered in accordance with Section 30B of the Swimming Pools Act 1992.

The issue of this certificate does not negate the need for regular maintenance of the pool.

#### Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance





**RESIDENTIAL TENANCIES REGULATION 2019** 

#### IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

- This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
- 2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

the land	dlord or	the landlo	ord's agent	t and the ten	ant to sho	w that both	separate sho parties have he signed Ag	read	and agree	e to the	attac	chments	i.	ated by both
electro	nic copy	of the co	ompleted	condition rep	ort and a	copy of NS	W Fair Tradin	ig's T	enant Info	rmation	State	ement p	ublication	n.
This agreem	nent is n	nade on	11	/04 /20	022 <b>at</b>	BELMONT	<u> </u>							Between
_andlord [/	Insert na	me and te	elephone i	number or ot	her contac	ct details of	landlord(s). It	f the l	landlord do	oes not	ordina	arily res	ide in Ne	w South Wales
s	pecify th	he State,	Territory of	or, if not in Au	ustralia, co	untry in whic	ch the landlo	rd ord	dinarily res	ides]				
Landlord 1	Name:	Sian Fie	elding, Ben	ijamin Fieldir	ng C/- Firs	t National E	ngage Eastla	ıkes			A.B.N.	(if applic	cable): N	IL
				ontact detail					curk@hotn	nail.con	n			
If not in NS	W, the S	tate, Terr	itory or co	untry (if not	Australia)	the landlord	l ordinarily re	sides	in:					
Landlord 2	Name:	Benjami	in Fielding								A.B.N.	(if applic	cable): N	IL
Landlord te	elephone	number o	or other co	ontact detail	s: 042338	4533		fieldi	ng.ben@g	ımail.cc	m			
If not in NS	W, the S	tate, Terr	itory or co	ountry (if not	Australia)	the landlord	l ordinarily re	sides	in:					
		•		or landlord(s) ddress of lar		or not there	is a landlord	's age	ent.					
603 PACIF	IC HIGH	IWAY, BE	ELMONT N	1SW										
													2280	
		•		or landlord(s)			·							
Insert corpo	oration na	ame and I	business a	ddress of la	ndlord(s) i	f landlord(s)	is a corporat	tion]						
NIL														
NIL														
NIL													NIL	
Tenant [Inse	ert name	of tenan	t(s) and co	ontact details	s]									
Tenant 1			<u> </u>	ail: sarahowl	ett@live.co	om, M: 0484	869 739							
	Phone	0484 86	9 739				Email	sara	ahowlett@	live.con	n			
Tenant 2	Name	Mikayla	Howlett, E	Email: mikho	wlett@outl	ook.com.au	, M: 0422 42	9 624						
	Phone	0422 42	9 624				Email	mikl	nowlett@o	utlook.	com.a	u		
Tenant 3	Name	NIL												
	Phone	NIL					Email	NIL						
Tenant 4	Name	NIL												
	Phone						Email	NIL						
andlord's a	agent de	tails [Ins	sert name	of landlord's	s agent (if a	anv) and co	ntact details)	1						
		eal Estate				,								
Trading as				 lakes					A.B.N.	63 12	23 645	349		
		cific Hwy	<u> </u>											
Belmont, N	ISW								Postco	ode 228	30			
Phone 02	4947 78	77 F	ax NIL		Mobile	NIL	Em	nail i	nfo@fnee.	com.au	ı			
Tenant's ag	ent deta	ails [Inse	rt name of	tenant's age	ent (if any)	and contac	ct details]							
<u>_</u>	NIL						<u> </u>		A.B.N.	NIL				
	NIL													
									Postco	ode NIL	-			
Phone NIL	-	F	ax NIL		Mobile	NIL	Em	nail N	NIL .					







Ter	m of agreement
The	term of this agreement is:
	6 months
<b>√</b>	12 months
	2 years
	3 years
	5 years
	Other (please specify): NIL
oto	Periodic (no end date) ting on 14 /4 /2022 and ending on 12 /4 /2023 [Cross out if not applicable]
<b>Not</b> Reg	ting on 14 /4 /2022 and ending on 12 /4 /2023 [Cross out if not applicable]  e. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the pistrar-General for registration under the Real Property Act 1900.
	residential premises are [Insert address]
A	ddress 124 Lorna St
Sı	burb Waratah West State NSW Postcode 2298
The	residential premises include: [Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]
1	X GARAGE, 2 X UNDERCOVER CAR SPACES, SWIMMING POOL
The	regidential promises do not include: Il ist anything such as a parking appeal grayers or stargers multiply do not form part of the regidential promises?
	residential premises do not include: [List anything such as a parking space, garage or storeroom which do not form part of the residential premises]
N	OT APPLICABLE
_	
Rer	ıt .
The	rent is \$620.00 per week payable in advance starting on 14 /4 /2022.
	e. Under section 33 of the <i>Residential Tenancies Act 2010</i> , a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks
	in advance under this Agreement.
The	method by which the rent must be paid:
	to FIRST NATIONAL ENGAGE EASTLAKES at BELMONT by each or Electronic Fundo Transfer (EFT), or
(D)	into the following account, NIL or any other account nominated by the landlord:
	BSB number: NIL Account number: NIL
	Account name: NIL
	Payment reference: 10438034 , or
(0)	
(c)	as follows: BPAY BILLER CODE 4481
	<b>Note.</b> The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.
Rer	tal bond [cross out if there is not going to be a bond]
A re	ental bond of \$2,480.00 must be paid by the tenant on signing this agreement.
The	amount of the rental bond must not be more than 4 weeks rent.
The	tenant provided the rental bond amount to:
	the landlord or another person, or
	the landlord's agent, or
<b>√</b>	NSW Fair Trading through Rental Bonds Online.
	e. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10
iow	king days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working safter the end of the month in which it is paid.







INPORTANT	INFORMATION		
Maximum numbe	r of occupants		
No more than 4		persons may ordinarily live in the premises at any on	e time.
Urgent repairs			
Nominated trades	people for urgent repa	airs:	
Electrical repairs:	First National Engage	e Eastlakes - After hours only for urgent repairs	Telephone: 02 4945 5546
Plumbing repairs:	First National Engage	e Eastlakes - After hours only for urgent repairs	Telephone: 02 4945 5546
Other repairs:	NIL		Telephone: NIL
Water usage			
_	required to pay separ	ately for water usage? ✓ Yes No If yes,	see clauses 12 and 13.
	ied to the premises fro	om an embedded network?	Yes 🗸 No
	the premises from an		Yes V No
•	·	s if electricity or gas is supplied from an embedded ne	
Smoke alarms			•
Indicate whether t	he smoke alarms insta	alled in the residential premises are hardwired or batte	ry operated:
✓ Hardwired sm	noke alarm		
Battery opera	ated smoke alarm		
If the smoke alarm	ns are battery operate	d, are the batteries in the smoke alarms of a kind the t	tenant can replace?
If yes, specify the	type of battery that n	eeds to be used if the battery in the smoke alarm nee	ds to be replaced:
If the smoke alarm	ns are hardwired, are t	he back-up batteries in the smoke alarms of a kind the	e tenant can replace?
If yes, specify the	type of back-up batte	ery that needs to be used if the back-up battery in the	smoke alarm needs to be replaced:
	=	2015 applies to the residential premises, is the owner eplacement of smoke alarms in the residential premise	
Strata by-laws			
Are there any stra	ita or community sche	me by-laws applicable to the residential premises?	Yes V No If yes, see clauses 38 and 39.
Giving notices ar	nd other documents e	electronically [optional] [Cross out if not applicable]	
Residential Tenan		the person provides express consent to any notice a iven or served on them by email. The <i>Electronic Trans</i> nically.	
		service if you check your emails regularly. If there is ma for electronic service. This will help ensure co-tenants	
Landlord			
	•	to the electronic service of notices and documents? ne purpose of serving notices and documents.]	✓ Yes No If yes, see clause 50.
info@fnee.com.a	u		
Tenant			
		o the electronic service of notices and documents? ne purpose of serving notices and documents.]	✓ Yes No If yes, see clause 50.
sarahowlett@live	.com		
Condition report			
_	_	on of the premises must be completed by or on behal	f of the landlord before or when this agreement is

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant

**Tenancy laws** 

must comply with these laws.





#### **RIGHT TO OCCUPY THE PREMISES**

 The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

#### **COPY OF AGREEMENT**

- 2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

#### RENT

#### 3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

#### 4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

#### **RENT INCREASES**

000004487550

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

#### 7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

#### **RENT REDUCTIONS**

- 8. The landlord and the tenant agree that the rent abates if the residential premises:
  - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 8.2 cease to be lawfully usable as a residence, or
  - 8.3 are compulsorily appropriated or acquired by an authority.
- The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 10. The landlord agrees to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
    - **Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
    - **Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019.*
  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and





10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

#### 11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
  - **Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019.*
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- **11.4** all charges for pumping out a septic system used for the residential premises, and
- **11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - **11.6.2** are not connected to a water supply service and water is delivered by vehicle.

**Note.** Separately metered is defined in the *Residential Tenancies Act 2010.* 

- 12. The landlord agrees that the tenant is not required to pay water usage charges unless:
  - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - **12.2** the landlord gives the tenant at least 21 days to pay the charges and
  - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
  - **12.4** the residential premises have the following water efficiency measures:
    - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute.
    - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
    - **12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
    - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

#### **POSSESSION OF THE PREMISES**

#### 14. The landlord agrees:

- **14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

#### TENANT'S RIGHT TO QUIET ENJOYMENT

#### 15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

#### **USE OF THE PREMISES BY TENANT**

#### 16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- **16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- **16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

#### 17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- **17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- **17.4** that it is the tenant's responsibility to replace light globes on the residential premises.
- 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
  - **18.1** to remove all the tenant's goods from the residential premises, and
  - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
  - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
  - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and





- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Note.** Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act)

#### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

#### 19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

**Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note 2.** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- **19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### **URGENT REPAIRS**

- 20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
  - 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - **20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note.** The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted.
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

#### 21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and





- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:
  - 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
  - 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
  - **24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 24.2 if the Civil and Administrative Tribunal so orders,
  - **24.3** if there is good reason for the landlord to believe the premises are abandoned,
  - 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
  - 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time.
  - 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
  - 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
  - 24.11 if the tenant agrees.
- **25.** The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
  - **25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - **25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

- **25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
  - **Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.
- 29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:
  - 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
  - 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
  - 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
  - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - **30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
  - **30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**Note.** The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

#### LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:
  - 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and





- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

#### 33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- **34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:
  - 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
  - 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
  - **35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
  - 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to subletting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

 $\ensuremath{\text{\textbf{Note}}}.$  Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

 The landlord agrees not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

#### 37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- 38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.
- 39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

#### MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

#### **RENTAL BOND**

[Cross out this clause if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
  - 41.1 details of the amount claimed, and
  - **41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
  - 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

#### **SMOKE ALARMS**

#### 42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- **42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- **42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and





- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.
- **Note 1.** Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.
- **Note 2.** Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.
- **Note 3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019.*
- **Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

#### 43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a batteryoperated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44.** The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

#### **SWIMMING POOLS**

[Cross out this clause if there is no swimming pool]

**45. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

- **46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
  - 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

#### LOOSE-FILL ASBESTOS INSULATION

#### 47. The landlord agrees:

- 7.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### **COMBUSTIBLE CLADDING**

- 48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
  - 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
  - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

#### SIGNIFICANT HEALTH OR SAFETY RISKS

**49.** The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

#### **ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

#### 50. The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

#### BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
  - 51.1 4 weeks rent if less than 25% of the fixed term has expired,







- **51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired.
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired.
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

**Note.** Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

#### **ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement. ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

#### **ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

53. The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

2 X DOGS (1X 1 Y/O PUG & 1X 1 Y/O PUGALIER)

#### 54. The tenant agrees

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- **54.4** to comply with any council requirements.
- **55.** The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

## ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

#### 56. The landlord and tenant:

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- 56.1 agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 11 /04 /2022 (insert a date if the landlord and and tenant agree to this clause) forms part of this agreement.
- **56.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and

56.3 agree that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

## ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:
  - 57.1 to use the residential premises for residential purposes only:
  - 57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
  - **57.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
  - 57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
  - **57.5** to wrap up and place garbage in a suitable container;
  - 57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
  - 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
  - 57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal:
  - 57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
  - **57.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
  - 57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
  - 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
  - 57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
  - 57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

#### **ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

#### 58. The tenant agrees:

58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and





58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

#### ADDITIONAL TERM - RENT AND RENTAL BOND

#### 59. The tenant agrees:

- 59.1 to pay the rent on or before the day which the term of this agreement begins; and
- **59.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.
- 60. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

#### **ADDITIONAL TERM - OCCUPANTS**

#### 61. The tenant agrees:

- 61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*, and
- 61.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

#### **ADDITIONAL TERM - TERMINATION**

**52.** The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

#### 63. The tenant agrees:

- 63.1 upon termination of this agreement, to:
  - (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the Residential Tenancies Act 2010.
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - comply with its obligations in clause 18 of this agreement; and
- that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.
- 64. Notwithstanding any termination of this agreement, the tenant acknowledges and agrees that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

#### 65. The landlord and the tenant agree that:

- 65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010.* 

## ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

#### 66. The tenant acknowledges and agrees:

- 56.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2 where the residential premises are subject to the Strata Schemes Management Act 2015, the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3 where the residential premises are a flat (not subject to the Strata Schemes Management Act 2015, the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

#### **ADDITIONAL TERM - SWIMMING POOLS**

(This clause does not apply when there is no pool on the residential premises)

- **67.** Unless otherwise agreed by the landlord and tenant in writing, **the tenant agrees**:
  - 67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
  - 67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
  - 67.3 to keep the water level above the filter inlet at all times;
  - 67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;
  - 67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
  - **67.6** to ensure that the pool safety gate or access door is self-closing at all times.





ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of less than 2 years):

- **68.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:
  - 68.1 the rent will be increased to

\$NIL			per N	IL	
	on	NIL	/ NIL	/ NIL	; and
to \$NIL			per N	IL	
	on	NIL	/ NIL	/ NIL	; or

**68.2** the rent increase can be calculated by the following method (set out details):

NIL			

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

## ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of 2 years or more):

- **69.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:
  - 69.1 the rent will be increased to

\$	NIL			per N	L	
		on	NIL	/ NIL	/ NIL	; and
to	\$NIL			per N	L	
		on	NIL	/ NIL	/ NIL	; or

69.2 the rent increase can be calculated by the following method (set out details):

NIL			

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

## ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

- 70. For avoidance of doubt:
  - **70.1** a condition report which accompanies this agreement, forms part of this agreement;
  - 70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days after taking possession of the residential premises, then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

#### **ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

#### 71. The tenant agrees:

- 71.1 to reimburse the landlord, within 30 days of being requested to do so, for:
  - (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
  - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
  - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

#### **ADDITIONAL TERM - TENANCY DATABASES**

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the Residential Tenancies Act 2010.

## ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

- 73. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 74. The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

#### ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.





76. The landlord agrees to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

#### ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, the tenant acknowledges and agrees that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 78. The tenant agrees that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

#### **ADDITIONAL TERM - PRIVACY POLICY**

written notification.

79. The Privacy Act 1988 (Cth) (the Act) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord. The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

Any change to this Privacy Policy takes effect on the date of that

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant does not wish to receive any information about such products and services then please tick this box: \_\_\_ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.





#### **ADDITIONAL TERM - ACKNOWLEDGEMENTS**

- 80. The landlord and tenant each acknowledge that:
  - **80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
  - **80.2** the additional terms and conditions may be included in this agreement only if:
    - (a) they do not contravene the *Residential Tenancies Act* 2010 (NSW), the *Residential Tenancies Regulation* 2019 (NSW) or any other Act; and
    - they are not inconsistent with the standard terms and conditions of this agreement; and
  - **80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.





#### **SCHEDULE A**

#### **SPECIAL CONDITIONS - FLATS**

#### Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

## Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

#### Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

#### **Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

#### Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

#### Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

#### Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

#### Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

## Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

#### Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

#### Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

## Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
  - not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier:
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (vii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.





- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

## Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

- (a) The tenant must:
  - not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

## Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

## Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.





#### NOTES.

#### 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989.* 

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

#### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

#### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

#### 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

#### 5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

#### 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.





#### THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD / LANDLORD'S AGENT	
DocuSigned by:	44/4/0000
(Signature of landlord/landlord's agent)	11/4/2022 (Date)
LANDLORD INFORMATION STATEMENT	
	nis residential tenancy agreement, the landlord has read and understood the ng that sets out the landlord's rights and obligations.
DocuSigned by:	44/4/0000
(Signature of landlord/landlord's agent)	11/4/2022 (Date)
Note: A landlord's agent must not sign this acknowledgment unless	s they have first obtained from the landlord a written statement that the statement published by NSW Fair Trading setting out the landlord's rights and
SIGNED BY THE TENANT	
DocuSigned by:  Signature of tenant)	DocuSigned by:  114655402893440  (Signature of tenant)
11/4/2022	11/4/2022
(Date)	(Date)
(Signature of tenant)	(Signature of tenant)
(Date)	(Date)
TENANT INFORMATION STATEMENT	
The tenant acknowledges that, at or before the time of signing this information statement published by NSW Fair Trading.	s residential tenancy agreement, the tenant was given a copy of an
DocuSigned by:	DocuSigned by:
(Signature of tenant)	(Signature of tenant)
11/4/2022	11/4/2022
(Date)	(Date)
(Signature of tenant)	(Signature of tenant)
(Date)	(Date)
For information about your rights and obligations as a landlord or to (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.g	or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

#### **ANNEXURE**





If applicable, include additional Terms and Conditions below

Addendum to Residential Tenancy Agreement
Pet Clause

Date - 11/04/2022

Property - 124 Lorna Street, Waratah West

This agreement forms part of the Residential Tenancy Agreement dated - 14/04/2022

The Landlord has given permission for the tenant to keep the following pet/s on the property 2x Dogs

The tenant acknowledges and agrees to the following conditions.

- 1. This permission is for the stated Pet only, no additional pets are to be bought onto the property without first seeking and gaining approval
- 2. If the pet/s ceases to reside at the property, it/they cannot be replaced with another pet without first seeking and gaining approval
- 3. The tenant is to ensure that the pet/s remains indoors/outdoors at all times
- 4. The tenant shall at all time be responsible for the health and welfare of the pet/s.
- 5. The tenant shall at all time be responsible for the keeping the pet/s under control
- 6. The tenant shall promptly and properly dispose of the pet waste
- 7. The tenant shall ensure that the pet/s are not unduly noisy, aggressive, or causing annoyance to the neighbours and will immediately remedy any complaints made to the landlord regarding the pet.
- 8. The tenant is responsible for ensuring that the fencing is adequate to keep the pet secure in the property
- 9. The tenant is responsible for keeping the property clean and free from parasites (e.g. fleas) during the tenancy
- 10. The tenant shall have the carpets professionally cleaned (prior to professional flea treatment) at the end of the tenancy and provide the agent with a copy of the receipt
- 11. The tenant shall have the property professionally treated for fleas (after carpets have been professionally cleaned) at the end of the tenancy, both internally and externally and provide a copy of the receipt to the agent
- 12. Any damage caused by the Pets to the interior or exterior of the property shall be the full financial responsibility of the tenant and the tenant agrees to pay all costs involved in the restoration of the property to its original condition
- 13. Any alterations to the property, made by the tenant for the pets must be removed and restored to original condition at the end of the tenancy.

Should the tenant fail to comply with any part of this addendum, the landlord reserves the right to revoke the permission to keep the pet/s. In such event, the tenant agrees to permanently remove the Pet/s from the property within 48 hours

Signature of Tenant

Mowlyt

11/4/2022

Date 11/4/2022

11/4/2022

Signature of Landlord/Agent

Date
DocuSigned by:

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March 2020

# Tenant information statement

What you must know before you start renting

## Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

#### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- · ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

#### When renting, you must:

- · pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

## What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the loose-fill asbestos insulation register
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply to landlords or agents if any of the above is not done.

## What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- · a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

## What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

#### Before or at the start of the tenancy

The landlord or agent must give you:

 a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

#### The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

- 1. be structurally sound
- 2. have adequate natural or artificial lighting in each room, except storage rooms or garages
- 3. have adequate ventilation
- 4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
- 5. have adequate plumbing and drainage
- have a water connection that can supply hot and cold water for drinking, washing and cleaning
- 7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

#### Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

#### **Condition report**

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent within 7 days after moving into the property. You must also keep a copy of the completed report.

#### Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- · keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

#### Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using Rental Bonds Online (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

## Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

#### Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## **During the tenancy**

#### Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

#### Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

#### Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the <u>Fair Trading website</u>.

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

#### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working. You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if

and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

#### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

#### For example:

- in an emergency, no notice is necessary
- · if the Tribunal orders that access is allowed
- to carry out, or assess the need for, necessary repairs or maintenance of the property, if you have been given at least 2 days' notice
- to carry out urgent repairs, no notice is necessary
- to carry out repairs or replacement of a smoke alarm, if you have been given at least 1 hours' notice
- to inspect or assess the need for repair or replacement of a smoke alarm, if you have been given at least 2 business days' notice
- to carry out a general inspection of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

#### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- · insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- · install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- · install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- · install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

## Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any cotenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## **Ending the tenancy**

#### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

## Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than
   50% of the lease had expired
- 2 weeks rent if 50% or more but less than
   75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

#### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

### Checklist

You should only sign the agreement when you can answer **Yes** to the following.

#### The tenancy agreement

☐ I have read the agreement and asked questions i there were things I did not understand.
☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
I understand that any additional terms to the agreement can be negotiated before I sign.
☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.
Promised repairs
For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):
$\hfill \square$ I have made sure these have already been done
or
I have an undertaking in writing (before signing the agreement) that they will be done.

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#### **Upfront costs**

- I am **not** required to pay:
  - more than 2 weeks rent in advance
  - more than 4 weeks rent as a rental bond.
- ☐ I am **not** being charged for:
  - the cost of preparing the tenancy agreement
  - the initial supply of keys and other opening devices to each tenant named in the agreement
  - being allowed to keep a pet on the property.

#### Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in.
   Take date-stamped photos of the property, especially areas that are damaged or unclean.
   Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do).
   It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixedterm. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

#### More information

Visit the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

#### fairtrading.nsw.gov.au

13 32 20

Language assistance 13 14 50 (ask for an interpreter in your language)

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For more information about this topic, refer to the appropriate legislation.

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