ASIC FOI 243 - 2023

Sterling New Life Lease
Pre contractual disclosure booklet

sterlingnewLife

Sterling First Projects Pty Ltd ACN 162 801 425
Licensed Real Estate Agent WA RA68744
Trading as Sterling New Life
23, 397 Warnbro Sound Ave Port Kennedy WA 6172
PO Box 7299 Secret Harbour WA 6173
T: 1300 665 890 F: 08 9523 5811
offer@sterlingfirst.com.au

Welcome and thank you for your interest

We are very pleased that you are considering a new home with Sterling New Life.

This disclosure booklet has been prepared to provide you with the full information on entering into a Sterling New Life lease, including:

1. Key points summary,
2. Reservation form,
3. Legal agreements, and
4. Property information

We are confident that you will be very satisfied with the independent living solutions provided by Sterling New Life.

If you have any queries about anything in this booklet, or any other matters, please contact your sales consultant.

Thank you for your interest and we look forward to providing you with a smooth transition into your new home.

Yours sincerely,

s 47F

Sterling New Life Lease
Pre Contractual Disclosure Booklet
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Address: _____

Names: _____

I/we acknowledge that we have been given the opportunity to take a copy of this pre contractual disclosure booklet away and obtain independent advice.

_____	_____	___ / ___ / 20 __
Prospective Tenant	Prospective Tenant	Dated
_____	_____	___ / ___ / 20 ___
Witness	Witness	Dated

Section 1

sterlingnewLife

Sterling New Life Lease

Some Key Points You Need to Know

Ownership and Management

The registered owner is either Acquest Property Pty Ltd as trustee for the Residential Property Trust, or individual owners. The owners have appointed Rental Management Australia Pty Ltd to provide management services for the residence.

Occupancy Rights

There is no minimum age required to qualify for residency. All residents should be capable of independent living in the residence.

Long Term Lease

You will receive security of tenure by way of a 20 year lease for the exclusive occupancy of the residence, with the ability for this to be extended on the same terms and conditions. You are granted the right to use the common areas on a shared basis with the other resident/s, where applicable.

Long Term Lease – Rent and investment Amount

To secure a Sterling New Life Lease, an investment is required in the Sterling Income Trust. The investment amount is set at a price sufficient to ensure that the rental payments in the Sterling New Life Lease can be fully covered by income from the investment amount. If the investment income does not cover the rent, rental arrears are carried forward and accrued, to be recouped from future income distributions. **AT NO TIME CAN THE MANAGER REQUEST THAT YOU HAVE TO MAKE ANY CASH PAYMENT OR ANY ADDITIONAL SUM TOWARDS RENT. THE RENT PAYMENT CAN ONLY BE MADE FROM THE INCOME RECEIVED FROM THE STERLING INCOME TRUST.**

Other Upfront Costs

A deposit is payable by residents when entering into an "Offer to enter into a Sterling New Life Lease agreement". A $1,000 refundable deposit is payable upon signing of a Reservation Form. The $1,000 deposit is held in Trust until you enter into the "Offer to enter into a Sterling New Life Lease agreement", and is refundable where a special condition of the Offer to enter into a Sterling New Life Lease agreement is unable to be met.

Security of Occupancy

A Sterling New Life Lease gives you the security of tenure you reasonably expect and ensures that your residence is maintained to a continually high standard by the owner with only minimal ongoing cash contributions to property costs by you.

Your interests are protected
Your 20 year Sterling New Life Lease provides a secure and legally binding interest that is protected by your Residential Tenancy Agreement.

Do I own the land?
No. The land is owned by the Residential Property Trust or an individual owner.

Resident's Ongoing Costs

There is minimal cash outlay required from you for property maintenance expenses. The owner pays for the rates, land tax, property insurance, repairs and ongoing maintenance.

There is also no out of pocket outlay required from you to pay for rent. The income distributions from the Sterling Income Trust are used to pay your rent.

You are responsible for:

- Contents Insurance and workers compensation insurance if you wish to employ your own trades people or domestic assistance.
- Personal use of gas, electricity, phone, internet, and any other services provided to the Residence.
- Any other costs not specifically the responsibility of the owner.

Maintenance of the Residence

You are responsible to keep the residence and its fixtures and fittings in good repair, fair wear and tear excepted. The resident is responsible for some of the internal maintenance and cleaning of the home. The owner is responsible for structural repairs, external maintenance of the building and some of the internal maintenance in accordance with the residential tenancy agreement.

Under What Circumstances Can a Residence Contract be Terminated?

The Sterling New Life Lease Agreement may be terminated in the following circumstances:

(a) Upon the death of the resident or residents.
(b) Upon one hundred and eighty (180) days written notice by the resident.

Resale Marketing

When notice of termination is received from the resident, the resident can apply to redeem the investment in the Sterling Income Trust, where the resident's original investment has been held. The redemption of the investment is not contingent upon the resale of a lease on the resident's unit. There are certain redemption conditions within the Sterling Income Trust Product Disclosure Statement.

If the Resident Decides to Sell

As the houses, villas and apartments are held under a lease, they are not actually "sold" in the legal meaning of the word. Rather, the lease is terminated and the residence re-leased to the new resident. Your Sterling New Life Lease price that was invested in the Sterling Income Trust, less any accrued rent, is returned to you.

When your investment in the Trust is sold, the owner is entitled to receive from you any outstanding fees and charges due but not paid before you vacate the residence.

Residents' Vehicle Parking

Each residence is provided with a designated carport or garage.

Pets

Generally residents are permitted to keep pets. There may be exceptions where the owner has chosen to include a condition in their residential tenancy agreement that does not allow pets to be kept by any residents at the residence. Guide dogs for the blind and hearing impaired are permitted.

Optional Services

Sterling New Life provides an independent lifestyle where residents are responsible for their own wellbeing with minimal ongoing out of pocket property costs. There are many support and care organisations providing services in the community such as for house cleaning, ironing, general maintenance, provision of meals, personal care assistance and medication supervision. We can assist you with contact information for some of these service providers upon request. It is your responsibility to arrange these independently as required.

Importance of Reading Residence Documents

The above summary sets out some key provisions in an abbreviated form only. For full details you should refer to a copy of the Sterling New Life Lease Agreement and the Pre Contractual Disclosure Booklet, which is provided before you enter into a commitment to purchase. The information in this summary is believed to be correct at the time of printing and is subject to change without notice.

FOR FURTHER INFORMATION PLEASE CALL 1300 665 890

sterlingnewLife

23, 397 Warnbro Sound Ave Port Kennedy WA 6172
PO Box 7299 Secret Harbour WA 6173
Phone: (08) 9523 5800 Fax: (08) 9523 5811
Email: offer@sterlingfirst.com.au
Visit our website www.sterlingnewlife.com.au

Section 2

Sterling First Projects Pty Ltd ACN 162 801 425
Licensed Real Estate Agent WA RA68744
Trading as Sterling New Life
23, 397 Warnbro Sound Ave Port Kennedy WA 6172
PO Box 7299 Secret Harbour WA 6173
T: 1300 665 890 F: 08 9523 5811
offer@sterlingfirst.com.au

Sterling New Life Lease - Reservation Form

1. I/we the undersigned applicant(s) request that the Sterling New Life residence described below (**Residential Premises**) be reserved for a period of _____ days from and including the ___ / ___ / 20 ___ (**Reservation Period**) so that it is not available for leasing to anyone else during the Reservation Period or until termination of the reservation.

2. To reserve the Residential Premises, I/we now pay to the Lessor's agent a reservation payment of $1,000 (**Reservation Payment**) which is to be held in trust on the Lessor's behalf by the Lessor's agent until the Reservation Period ends or an Offer to Enter into a 20 year Sterling New Life Lease for the Residential Premises is entered into (whichever occurs first).

3. I/we agree that the reservation of the Residential Premises will lapse on the expiry of the Reservation Period or earlier if I/we give to the Lessor's agent written notice of my/our desire to terminate this reservation.

4. I/we acknowledge and direct that if I/we enter into an Offer to Enter into a Sterling New Life Lease for the Residential Premises with the Lessor, the Reservation Payment shall be applied in part payment of the deposit payable by me/us under the terms of the Offer to Enter into a Sterling New Life Lease.

5. **The Lessor undertakes that:**

    a. by signing this Reservation Form and its agent accepting the Reservation Payment on behalf of the Lessor, the Lessor will not make the Residential Premises available for leasing to any other person or persons until the Reservation Period ends or is otherwise terminated as stated above;

    b. the Lessor will direct its agent to refund the Reservation Payment without deduction to the undersigned applicants immediately upon expiry of the Reservation Period or upon the applicants giving notice to the Lessor's agent terminating the reservation.

Reservation Particulars

Reserving applicants: _____

_____

Applicant's address: _____

_____

Phone: (home) _____ (mobile) _____ (work) _____

Email: _____

Reserved Residential Premises: _____

_____

Sterling New Life Lease Price:

_____

Dated the _____ of _____ 20 _____

_____ _____

Applicant's signature Applicant's signature

Confirmed by the Lessor's agent

_____

Name:

Date: _____ / _____ / 20 _____

Sterling New Life trust bank account details for deposit payment:

Name of account:	Sterling New Life Trust Account
Bank:	Commonwealth Bank
BSB:	066 274
Account No.:	1003 8502

Client bank account details for deposit refund:

Name of account: _____

Bank: _____

BSB: _____

Account No.: _____

Section 3

sterlingnewLife

(Residential Premises)

(Lessor)

(Tenant)

Sterling Corporate Services Pty Ltd

(Manager)

Offer to enter into a Sterling New Life Lease

sterlingnewLife

23, 397 Warnbro Sound Ave
Port Kennedy WA 6172
1300 665 890

Offer to enter into a Sterling New Life Lease

Residential Premises

Address:_____

_____

Lessor

Full name: _____

Lessor address: _____

and

Tenant

Full name: _____

Tenant address: _____

and

Manager

Sterling Corporate Services Pty Ltd ACN 158 361 507
of 23, 397 Warnbro Sound Ave, Port Kennedy WA 6172

1. Main commercial terms

1.1 Residential Premises

_____

that for the purpose of identification only is outlined on the plan in Attachment 1.

1.2 Sterling New Life Lease Investment Amount

$ _____

being the Investment Amount for the purpose of the Sterling New Life Lease.

1.3 **Sterling New Life Lease Rent**

Rent and other fees will be payable by the Tenant out of the monthly distributions received by the Manager on behalf of the Tenant on the Investment Amount.

1.4 **Deposit**

$1,000

(Any Reservation Payment already paid to reserve the Residential Premises will be applied as part of this deposit)

1.5 **Date of Commencement of Sterling New Life Lease**

_____ / _____ / 20 _____

1.6 **Tenant's Property (to be completed if the Sterling New Life Lease is subject to sale of this property)**

(a) Address: _____

(b) Period for a contract to be entered into for the sale of the Tenant's property: By no later than _____ / _____ / 20 _____

(c) Period from acceptance for a contract for the sale of the Tenant's property to become unconditional: _____ days

(d) Period for settlement of the contract for the sale of the Tenant's Property to occur:

(i) **If the Residential Premises are a new residence under construction:** no later than the date of completion of construction, provided that such date is no later than the "Latest date for completion of construction" referred to in clause 7(a); and

(ii) **If the Residential Premises are an existing residence:** by _____ / _____ / 20 _____

2. Tenant offers to take lease of the Residential Premises

(a) The Tenant offers to take a 20 year lease of the Residential Premises on the terms of the Residential Tenancy Agreement and the Payment Direction Deed (collectively known as the **Sterling New Life Lease**) provided to the Tenant.

(b) Subject to clause 7(d), the term of the Sterling New Life Lease will commence on the later of:

(i) the Date of Commencement of Sterling New Life Lease stated in clause 1.5, but if no date is so stated, 14 days after the date the Lessor accepts this offer; and

(ii) the date when this contract formed upon the acceptance of this offer (**this contract**) ceases to be subject to a condition the non fulfilment of which terminates or gives either party the right to terminate this contract.

(c) The Tenant authorises the Manager to complete the Residential Tenancy Agreement with the "Date of Commencement of Sterling New Life Lease" as determined under this clause.

3. Contract conditional on Tenant selling property

3.1 Condition for sale of Tenant's property

(a) If details of the Tenant's property are completed in clause 1.6, this contract is conditional on the Tenant entering into a contract for the sale of that property within the period specified in clause 1.6(b) and settlement of that sale being effected in accordance with that contract for sale within the period specified in clause 1.6(d).

(b) The condition in clause 3.1(a) is a Contract Condition for the purpose of clause 4.

3.2 Manager may give notice to the Tenant to make contract unconditional

(a) If clause 3.1 applies, the Manager may give to the Tenant a notice that the Lessor intends to accept another offer to lease the Residential Premises.

(b) Subject to clause 3.2(c), the Manager may only give a notice under clause 3.2(a) after the expiry of 45 days from the date the Tenant signs this offer.

(c) If the Residential Premises are a new residence and this contract is conditional on the Lessor completing construction of the Residential Premises, the Manager may only give a notice under clause 3.2(a) within a period of 60 days prior to the estimated date for completion of construction of the Residential Premises, as certified by the project manager for the construction of the Residential Premises.

(d) If the Manager gives a notice under clause 3.2(a), then the Tenant may give to the Lessor a notice that this contract is no longer subject to a condition for the benefit of the Tenant.

(e) If the Tenant does not give a notice under clause 3.2(d) within 2 Business Days after the Tenant receives the Manager's notice under clause 3.2(a), this contract will end without any further notice being required and, upon this contract ending, the Manager must refund any deposit paid to the Tenant.

4. Conditions to performance of main obligations

4.1 Definitions

In this clause 4:

Contract Condition means each condition specified in this contract as being a 'condition precedent' or a 'Contract Condition'.

Latest Date means, in relation to a Contract Condition (where applicable), the date specified in this contract as the latest date for satisfaction of that Contract Condition.

4.2 Parties' obligations concerning Contract Conditions

A party required to seek satisfaction of a Contract Condition or taking the benefit of a Contract Condition must:

(a) use its best endeavours to satisfy that Contract Condition;

(b) upon request, give to each other party copies of documents and other information to enable each other party to satisfy itself that the party has complied with its obligations under this clause 4.2; and.

(c) give notice to each other party when that Contract Condition is satisfied or otherwise.

4.3 Parties main obligations may be discharged if Contract Condition not satisfied

If a Contract Condition:

(a) is not satisfied before the Latest Date; or

(b) is satisfied but on conditions that are not acceptable to each party benefiting from that Contract Condition,

and each party benefiting from that Contract Condition has not waived benefit, then:

(c) the person taking the benefit of that Contract Condition may terminate this contract by giving written notice to each other party; and

(d) upon a notice being given under clause 4.3(c):

(i) this contract ends but without affecting a party's powers in relation to a breach of another party's obligation that has already occurred; and

(ii) each party must refund any money received by that party from another party after deducting any money owing by that other party.

5. Deposit

(a) The Tenant must pay to the Manager or the Manager's agent the Deposit specified in clause 1.4.

(b) The Manager or the Manager's agent must hold the Deposit as stakeholder.

(c) The parties must cause that stakeholder to pay or apply that money at the date of commencement of the term of the Sterling New Life Lease described in clause 2(b) and 1.5 as part of the Investment Amount for the purpose of the Sterling New Life Lease.

(d) If the Deposit is not paid in accordance with this contract, the Tenant is immediately in default under this contract and this contract will be at an end.

6. Terms of Residential Tenancy Agreement

(a) The parties agree that the Sterling New Life Lease to be entered into pursuant to this contract will be in, or substantially in, the terms of the Sterling New Life Lease previously provided to the Tenant, completed with the necessary details as provided in this contract.

(b) The Tenant must sign the Sterling New Life Lease and return the Sterling New Life Lease to the Lessor within fourteen (14) days of the date upon which the Sterling New Life Lease is provided to the Tenant.

(c) The Sterling New Life Lease will be entered into upon the Lessor signing it.

(d) Undefined terms used in this contract and defined in the Sterling New Life Lease have the same meaning in this contract, unless the context otherwise requires.

7. Provision for new residences

(a) This clause 7 applies if the Residential Premises are a new residence and are not available for occupation by the date of commencement of the term of the Sterling New Life Lease described in clause 2(b), this contract may be terminated by either party by written notice to the other only if the Lessor has not completed construction of the Residential Premises:

(b) **Latest date for completion of construction:**

_____ / _____ / 20 _____

(c) If the Lessor has not completed construction of the Residential Premises substantially in accordance with the plans and specifications shown to the Tenant by the date specified in clause 7(b), then:

(i) either the Lessor or the Tenant may give written notice to the other terminating this contract;

(ii) a notice referred to in clause 7(c)(i) must be given within 180 days after the date specified in clause 7(b); and

(iii) upon a notice being given under clauses 7(c)(i) and 7(c)(ii):

(A) this contract ends but without affecting a party's powers in relation to a breach of another party's obligation that has already occurred; and

(B) subject to clause 8(c) , the Lessor must refund any money received by the Lessor from the Tenant after deducting any money owing by the Tenant.

(d) If a notice of termination has not been given under clauses 7(c)(i) and 7(c)(ii), the Sterling New Life Lease will commence 7 days after the Lessor gives notice to the Tenant that the Residential Premises are available for occupation.

8. Variations to new residence requested by the Tenant

If the Residential Premises are a new residence, the Tenant may request variations to finishes and fittings on the following conditions:

(a) Whether or not the Lessor accepts a request is entirely at the Lessor's discretion.

(b) The Tenant must pay to the Lessor the estimated amount for each variation in advance within 7 days after the Lessor gives notice of the estimated amount.

(c) The payment of the estimated amount for the variation is on a non refundable basis and will be available for the immediate use and benefit of the Lessor.

(d) Details of each requested variation, and the estimated amount for each variation will be set out in a Variation Form provided by the Lessor to the Tenant that the Tenant must sign before the variation is implemented.

(e) If the estimated amount for the variation is insufficient to complete the variation(s), the Tenant must pay to the Lessor any additional amount required to complete the variation(s) in advance within 7 after the Lessor gives notice of the additional amount.

(f) The Lessor must ensure that all variations are carried out:

(i) with all proper care, skill and diligence;

(ii) in compliance with all applicable laws and regulations and the requirements of all relevant local or public authorities;

(iii) in a proper and workmanlike manner; and

(iv) using materials which are in good condition and suitable for the purpose for which they are intended.

(g) The parties agree that they will attempt to resolve any dispute between them in connection with the variation(s) by negotiation first, and if a negotiated resolution is not achieved within 28 days after either party gives the other party a written notice of a dispute, then such a dispute is to be referred to an independent arbitrator.

9. Tenant to pay Investment Amount

The Tenant must pay the Investment Amount in accordance with the Sterling New Life Lease on or before the Date of Commencement of Sterling New Life Lease specified in clause 1.5.

10. Plans and Specifications of the Residential Premises

The house plans and specifications, which form part of this contract and the Sterling New Life Lease, are comprised in the following attachments:

(a) Attachment 1 – Lot Layout and Floor Plan of the Residential Premises (showing the typical floor plan of the Residential Premises).

(b) Attachment 2 - Specifications of the Residential Premises.

11. Tenant's improvements

Upon request by the Lessor, the Tenant will pay the Lessor an amount that is in addition to the Investment Amount, for the cost of the Lessor undertaking the following improvements to the Residential Premises which the Tenant has requested be made, and which will become part of the Residential Premises:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

12. Special terms of this contract

The following special terms form part of this contract and will prevail over any inconsistent provision of this contract but only to the extent of that inconsistency.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.

Lessor execution

Executed by
Pty Ltd ACN in
accordance with section 127 of the
Corporations Act 2001 (Cth) by:

Signature of Director

Signature of Director / Company Secretary

Full name (print)

Full name (print)

Signed, sealed and delivered by
the **Lessor** in the presence of:

Signature of witness

Signature of Lessor

Full name of witness (print)

Address of witness (print)

Tenant execution

Signed, sealed and delivered by
the **Tenant** in the presence of:

Signature of witness

Signature of Tenant

Full name of witness (print)

Address of witness (print)

Signed, sealed and delivered by the **Tenant** in the presence of:

Signature of witness

Signature of Tenant

Full name of witness (print)

Address of witness (print)

Manager execution

Executed by **Sterling Corporate Services Pty Ltd** ACN 158 361 507 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director / Company Secretary

Full name (print)

Full name (print)

Attachment 1 – Lot Layout and Floor Plan of the Residential Premises

[Address]

I/we agree to the attached lot layout and floorplan

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 ___
Authorised Representative of Lessor Dated

Attachment 2 – Specifications of the Residential Premises

[Address]

I/we agree to the attached general schedule of finishes

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 ___
Authorised Representative of Lessor Dated

Section 4

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APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (REIWA) FOR USE BY REIWA MEMBERS

sterlingnew life

FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between

Lessor 1 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? ✓ Yes
Given name(s) or Organisation Name	Acquest Property Pty Ltd (ACN 167 584 572) ATF the Residential Property Trust
Family name	23/397 Warnbro Sound Avenue, PORT KENNEDY WA 6172
Lessor 2 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? Yes
Given name(s) or Organisation Name	
Family name	
Lessor 3 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? Yes
Given name(s) or Organisation Name	
Family name	

and

Tenant 1 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 2 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 3 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 4 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	

Lessor's property manager [Insert name of lessor's property manager (if any) and contact details]			
Trading Name	Sterling New Life		
Address	23/397 Warnbro Sound Avenue, Port Kennedy, WA, 6172		
Telephone	08 9523 5800	Facsimile	08 9523 5811
Email	s 47F [redacted]		

TERM OF AGREEMENT [*delete as appropriate]	
* [redacted]	insert date
*This residential tenancy agreement is fixed starting on	insert date Date: / /
and ending on	insert date Date: / /

Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.

GIVING OF NOTICES AND INFORMATION BY ELECTRONIC MEANS

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the Electronic Transactions Act 2011

Lessor 1	Acquest Property Pty Ltd (ACN 167 584	23/397 Warnbro Sound Avenue, PORT	Email: Yes ✓ /No	Facsimile: Yes ✓ /No
Lessor 2			Email: Yes /No	Facsimile: Yes /No
Lessor 3			Email: Yes /No	Facsimile: Yes /No

[insert email or facsimile if different from contact details above]

Tenant 1			Email: Yes ✓ /No	Facsimile: Yes ✓ /No
Tenant 2			Email: Yes ✓ /No	Facsimile: Yes ✓ /No
Tenant 3			Email: Yes ✓ /No	Facsimile: Yes ✓ /No
Tenant 4			Email: Yes ✓ /No	Facsimile: Yes ✓ /No

[insert email or facsimile if different from contact details above]

Lessor's property manager Email: Yes ✓ /No Facsimile: Yes ✓ /No
[insert email or facsimile if different from contact details above]

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 1					
Address 2					
Suburb					
Postal Address [if different from above]			State		Postcode
PO Box		Town/City			
Address 1					Postcode
Address 2					

and

The residential premises include/~~exclude~~* [(*delete as appropriate) Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds]

1. Lawn-mowing of all of the lawns to the property/premises on a regular basis is arranged for by the Owner/Agent with the cost of such being included within the rent paid.

MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number	persons may ordinarily live at the premises at any one time.

RENT

The rent is	insert amount $	per week/~~calculated by reference to tenants income~~ [insert calculation] payable ~~weekly~~*/fortnightly* in advance [*delete as appropriate]
starting on	insert date Date: / /	

The method by which the rent must be paid: [strikeout where applicable]

~~(a) by cash or cheque; or~~

~~(b) into the following account, or any other account nominated by the lessor:~~

BSB number:	account number:
account name:	payment reference:

or

(c) as follows:

See Special Condition D

SECURITY BOND

A security bond of	insert amount $ 0.00	and a pet bond of	insert amount $ 0.00

must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds $1,200 per week, the security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding $260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.

RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.

In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be

See Part C - 2.4

[insert maximum increase or method of calculating increase, e.g CPI or percentage]

and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days' notice of the increase.

Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.

WATER SERVICES

Is scheme water connected to the premises? ✓ Yes No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay	[insert number] 100 %	of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?

Yes ✓ No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity:	Yes	✓ No	
Gas:	Yes	✓ No	
Water:	Yes	✓ No	
Other:	Yes	✓ No	
(please specify).	Yes	✓ No	
	Yes	✓ No	
	Yes	✓ No	

Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

Where the premises are not separately metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:

Electricity:	See Part C - 7 - Form 5 [insert method of calculation]
Gas:	See Part C - 7 - Form 5 [insert method of calculation]
Water:	See Part C - 7 - Form 5 [insert method of calculation]
Other:	(please specify) See Part C - 7 - Form 5 [insert method of calculation]

STRATA BY-LAWS

Strata by-laws ARE/ARE NOT* [*delete as appropriate] applicable to the residential premises
A copy of the by-laws are attached: Yes No

PETS

The pets listed below can be kept at the premises:
See Form 4 - Management Statement

RIGHT OF TENANT TO ASSIGN OR SUB-LET [*delete as appropriate]

~~*The tenant may assign the tenant's interest under this agreement or sub-let the premises.~~
~~*The tenant may not assign the tenant's interest under this agreement or sub-let the premises.~~
~~*The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.~~

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES [*delete as appropriate]

~~*The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.~~
*The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.

PROPERTY CONDITION REPORTS

A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.

If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is to be taken to accept the property condition report as a true and accurate description of the condition of the premises.

A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement.

Both the lessor and the tenant must comply with these laws.

Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:

   2.1 a copy of this agreement when this agreement is signed by the tenant; and
   2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:

   5.1 require the tenant to pay more than 2 weeks rent in advance; or
   5.2 require the tenant to pay rent by post-dated cheque; or
   5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
   5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.

6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. Warning: it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

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

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. Public utility services has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –

    13.1 the relevant meter reading or readings; and
    13.2 the charge per metered unit; and
    13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

14. If the premises are not separately metered, the notice of the charge must specify –

    14.1 the calculation as per the agreed method; and
    14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:

    15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
    15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:

    18.1 use the premises as a place of residence; and
    18.2 not use or allow the premises to be used for any illegal purpose; and
    18.3 not cause or permit a nuisance; and
    18.4 not intentionally or negligently cause or permit damage to the residential premises; and
    18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
    18.6 keep the premises in a reasonable state of cleanliness; and
    18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
    18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.

19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, *premises* includes fixtures and chattels provided with the premises but does not include:

    20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
    20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.

21. The lessor must:

    21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
    21.2 maintain and repair the premises in a timely manner; and
    21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. *Urgent repairs* are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs.
    Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water).
    Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours.
    Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant.
    Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:

    23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
    23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
    23.3 if, within 24 hours (in the case of repairs to essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
    23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:

    24.1 in any case of emergency;
    24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than and 14 days, written notice;
    24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
    24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
    24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
    24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
    24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing; or
    24.8 if the tenant agrees at, or immediately before, the time of entry.

25. There are directions within the Residential Tenancies Act 1987 which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

26. *Reasonable time* means –

    26.1 between 8.00am and 6.00pm on a weekday; or
    26.2 between 9.00am and 5.00pm on a Saturday; or
    26.3 at any other time agreed between the lessor and each tenant.

REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

27. The lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

28. Where a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:

    30.1 must do so in a reasonable manner; and
    30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:

    32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
    32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
    32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
    32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.

33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:

    33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
    33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are defined in the *Residential Tenancies Regulations 1989*. In every tenancy:

    34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
    34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and
    34.3 the lessor or the tenant must not unreasonably withhold that consent.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:

    35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
    35.2 the lessor must not unreasonably withhold such consent; and
    35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

CONTRACTING OUT

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:

    38.1 remove all the tenant's goods from the residential premises; and
    38.2 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
    38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.

39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED TERM AGREEMENT

40. If this agreement is a fixed term agreement it may be ended:

    40.1 by agreement in writing between the lessor and the tenant; or
    40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:

    41.1 by agreement in writing between the lessor and the tenant; or
    41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.

44. Warning:

    44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
    44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:

    47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
    47.2 an order of the court.

48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. Warning: It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:

    50.1 the person is a named tenant on the residential tenancy agreement; and
    50.2 the residential tenancy agreement has been terminated; and
    50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

51A. A notice under this agreement must be given:
    51A.1 in the prescribed form; or
    51A.2 if there is no prescribed form but there is an approved form - in the approved form; or
    51A.3 if there is no prescribed form or approved form - in writing.

51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.

51C. A notice under this agreement may be given to a person:
    51C.1 by giving it the the person directly; or
    51C.2 if an address for service for the person is given in the agreement - by posting it to, or leaving it at, the address for service; or
    51C.3 if the person has agreed under Part A to the electronic service of notices - by sending the notice to the email address or facsimile number given in Part A.

51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:

    53.1 restraining any action in breach of the agreement; and
    53.2 requiring a party to the agreement to perform a certain action under the agreement; and
    53.3 order the payment of any amount owing under the agreement; and
    53.4 order the payment of compensation for loss or injury.

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:
(a) both the lessor and tenant agree to the terms; and
(b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
(c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
(d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*.
HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

additional terms:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:

(a) By no later than 4.00 pm on [N/A], or such later time as agreed to by the lessor's property manager:
*[*strike out whatever subparagraphs do not apply]*
(i)* ~~this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;~~
(ii)* ~~any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and~~
(iii)* ~~any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A;~~
and

(b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent

2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.

2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of $5,000.00).

Renegotiated Fixed Term Lease (section 31B of the Act)

[Delete if inapplicable - to be used when a new lease is entered into (the new agreement) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the former agreement)].

~~2.3. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until [ ] [insert date] (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of $[ ] per week [insert the amount that is the equivalent of the rental paid under the former agreement].~~

Rent Reviews

2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review] [N/A] months using the following Method of Rent Review [insert method A, B, C, or D as defined below]
If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:
The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

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The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	C	Review Date	Annually
Method of Rent Review	C	Review Date	Annually
Method of Rent Review	C	Review Date	Annually
Method of Rent Review	C	Review Date	Annually

Insert A, B, C or D for the Method of Rent Review.

A. fixed increase of $ N/A per week
B. Consumer Price Index (Perth All Groups) ("CPI")
C. 2.0 % increase of the rent payable on the day immediately prior to the Review Date
D. Other Method: N/A

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

CPI Rent = R x (C/P)

Where R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being $ N/A *[or insert a method of calculating the rent]* (Increased Rent).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

Pets

2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.

2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

Pet Security Bond

2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1 of the *Dog Act*, 1976,).

Smoking

2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

Services

2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

Telephone

2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

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Strata Company

2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.

Tenant to Keep Premises Clean

2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.

2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.

Chattels

2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).

Smoke Alarms and RCDs

2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon leassors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.

Light Globes

2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character),ensure all light globes and fluorescent light tubes are kept in good working order.

Gardens

2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.

Swimming Pool Spa

2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.

If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.

Damage and Disrepair

2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.

2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 or Part B.

Excess on Insurance

2.22.

2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.

2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.

2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.

Alterations to the Premises

2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

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Objectionable Behaviour

2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.

Water beds, Aquarium, Swimming Pool, Spa

2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.

Laundry

2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.

Indemnify the Lessor

2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of:

2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor;

2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or

2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.

arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.

Inspections

2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.

Keys and Electronic Keys

2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises.

2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys.

2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises.

2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

3.1 If the tenant:

(a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or

(b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease,

then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach.[1] The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy

4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.

4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.

Movement of Chattels

4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.

Cleaning of Carpets

4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

5. DEFINITIONS AND INTERPRETATION

5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.

5.2 In this lease, unless otherwise required by the context or subject matter:
"Keys" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
"Inventory" means a list of the lessor's furniture contained in the premises at the commencement of the lease.

[1] Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires). The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

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5.3 Any reference in this lease to the "lessor" doing anything shall mean and include it being done by the lessor's Property Manager.

5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988 AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

Part D - Special Conditions
Annexure A - Lot Layout & floor plans
Annexure 2 - Building Specifications
Form 1 - Property Condition Report
Form 2 - Notice of Termination
Form 3 - Privacy Statement
Form 4 - Management Statement
Form 5 - Utilities Conditions

form part of this Lease.

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This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

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

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

Tenant's Signature	Witness (name and signature)	Date
		/ /
		/ /
		/ /
		/ /

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

Executed by the Lessor (if a corporation, the Lessor executes this document pursuant to its constitution and the Corporations Act)

Lessor / Lessor's Agent Signature	Witness (name and signature)	Date
		/ /
Rental Management Australia		
		/ /

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C (2) Relevant By-Laws pertaining to the strata complex, and

(3)

- have been received by the Tenant:

Date / / Date / /

Date / / Date / /

(Signed by Tenants)

For information about your rights and obligations as a lessor or tenant, contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection

Part D – Special Conditions

1. Definitions

1.1 Definitions

In these special conditions:

Act	means the *Residential Tenancies Act 1987* (WA).
Land	means the land on which the residential premises are situated.
Standard Term	means a provision of: (a) the tenancy agreement in Part A; (b) the standard terms in Part B; (c) the additional terms in Part C, of this agreement.
Starting Date	means the date specified in the tenancy agreement as being the date on which the Term commences.
Strata Plan	means a 'strata plan' or a 'survey-strata plan' as defined in the *Strata Titles Act 1985* (WA).
Term	means the term of this agreement being a period of 20 years commencing on the Starting Date and, subject to special condition 3, ending on the end date specified in the tenancy agreement.

2. Incorporation of Special Conditions

(a) The special conditions in this Part D are incorporated in and form part of this agreement.

(b) In the event of any inconsistency between:

(i) a Standard Term; and

(ii) a special condition in this Part D,

the special condition will prevail to the extent of that inconsistency.

3. Term

Despite any provision to the contrary in this agreement, the Term will end on the earliest of:

(a) where the tenant is one person, the date of death of that person;

(b) where the tenant is more than one person, the date of death of the last survivor of the tenant; and

(c) the date on which the Term ends upon a lawful termination of this agreement either pursuant to this agreement or the Act.

4. Modification and supplementation of Standard Terms

4.1 Routine inspections

For the purpose of clause 24.2 in Part B, the number of routine inspections in a 12 month period is limited to two.

4.2 Termination by Tenant

(a) In addition to the grounds on which the tenant may terminate the Term under this agreement and pursuant to the Act, the tenant may terminate this agreement by giving written notice to the lessor without specifying any ground for the notice.

(b) The period of notice for termination of this agreement under special condition 4.2(a) must not be less than 180 days.

(c) A notice of termination under special condition 4.2(a) must:

(i) be signed by the tenant and identify the residential premises; and

(ii) specify the day on which the tenant will deliver up possession of the residential premises.

5. Common Areas

5.1 Definition

In this special condition 5:

Common Area means the area or areas so depicted on the plan attached to this agreement.

Other User means each other person which occupies premises depicted on the plan annexed to this agreement and to which the lessor has granted rights similar to those conferred by this special condition 5.

5.2 Tenant right to use the Common Area

The lessor grants to the tenant for the Term the non-exclusive right to use the Common Area:

(a) in common with each Other User; and

(b) for the purpose for which the Common Area is intended by the lessor to be used.

5.3 Tenant's obligation

The tenant must:

(a) not intentionally or negligently cause or permit damage to the Common Area;

(b) in conjunction with each Other User, keep the Common Area in a reasonable state of cleanliness;

(c) co-operate with each Other User in the performance of the tenant's obligation under special condition 5.3(b); and

(d) must not cause or allow to be caused injury to any person lawfully on the Common Area.

5.4 Lessor's rights and obligations

(a) Subject to special condition 5.4(b), the lessor's obligations under this agreement concerning the maintenance and repair of the residential premises extend to the Common Area.

(b) The lessor is not required to:

(i) negotiate with the tenant or any Other User a day and a time for a proposed entry by the lessor onto the Common Area; and

(ii) give to the tenant or any Other User notice of the lessor's intention to enter onto the Common Area.

(c) The lessor's right under this agreement to enter and remain on the residential premises extend to the Common Area.

6. Subdivision

6.1 Strata subdivision

(a) This special condition 7.1 applies if, at the date of this agreement, the Land has not been subdivided by a Strata Plan.

(b) The lessor may subdivide the Land by Strata Plan so long as in doing so the lessor does not substantially and permanently reduce the tenant's enjoyment of the residential premises.

(c) The tenant must promptly and at the lessor's cost co-operate with the lessor and do anything that the lessor reasonably requires (for example, execute documents) in connection with the lessor's exercise of the lessor's rights under this special condition 7.1. Without limiting the previous provisions of this special condition, the lessor may require the tenant to:

(i) sign a consent to a subdivision; or

(ii) vary this agreement to give effect to a subdivision.

(d) The tenant appoints the lessor and its officers jointly and severally to be the attorney of the tenant to do anything and to execute any document to give effect to special condition 6.1(c). For these purposes, the lessor may do, execute and perform all things relative to the proposed subdivision as fully and effectually as the tenant could do. The tenant must ratify and confirm all actions the attorney lawfully does.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.

Annexure 1

Lot Layout and Floor Plan of the Residential Premises

I/we agree to the attached lot layout and floorplan

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 ___
Authorised Representative of Lessor Dated

Annexure 2

Specifications of the Residential Premises

General Schedule of Finishes

I/we agree to the attached general schedule of finishes

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 __
Tenant Dated

_____ ___ / ___ / 20 ___
Authorised Representative of Lessor Dated

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ANNEXURE (3)

OPTION TO RENEW (SPECIAL CONDITION) PART C RESIDENTIAL PROPERTY LEASE

1. If the Tenant (a) has not committed a breach of this Lease that has resulted in the Lessor or Agent serving a breach Notice on the Tenant, and (b) gives the Agent a written notice of exercise of option to the Agent by 4PM on _____ / _____ / _____ ("Option Expiry Time"),

   then the Lessor grants the Tenant an additional term of

   _____

   ("Additional Term") commencing immediately upon the expiry of the term stipulated in Part A of the Lease ("Term").

2. During the Additional Term the rent will be $ _____ per week, but otherwise the same conditions of the Lease will apply except for this Option.

3. If the Option is not exercised by the Tenant by written notice before the Option Expiry Time, the option to renew will not apply. Time is of the essence in this clause.

Signature of Tenant(s)

_____ Date _____

_____ Date _____

_____ Date _____

Signature of Lessor /Property Manager of the Premises

_____ Date _____

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EXPLANATION

OPTION TO RENEW (SPECIAL CONDITION)
RESIDENTIAL PROPERTY LEASE

1 TENANT'S OPTION

The Tenant has the Option (a right but not an obligation) to renew the lease for the Additional Term at the rental referred to in the clause.

2 HOW TO EXERCISE

The Tenant must exercise their right by giving written notice to the Property manager of the premises before the Option Expiry Time. If the Tenant does not do so, then the Tenant loses the Option.

3 CAN LESSOR REFUSE

The Lessor cannot refuse to grant a lease for the Additional Term unless (a) the Tenant has breached the lease and the Lessor or Agent has given a breach notice to the Tenant during the Term of the Lease or (b) the Tenant did not give written notice before the Option Expiry Time.

189 07/13

NOTICE OF EXERCISE OF OPTION TO RENEW
STANDARD RESIDENTIAL TENANCY AGREEMENT

REIWA REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA

APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA (INC) FOR USE BY REIWA MEMBERS

sterlingnew

To the Property Manager (name)

Sterling First Projects Pty Ltd T/As Sterling New Life
23/397 Warnbro Sound Avenue
PORT KENNEDY WA 6172

Postal Address: P O Box 7299, SECRET HARBOUR WA 6173

Tenant (name)

The Tenant hereby exercises the Option to Renew the Lease for

Suburb State Postcode

("the Premises") pursuant to the Option to Renew clause in the Lease.

Signature of Tenant(s)

Date: / /

Date: / /

Date: / /

Warning:
This notice must be received by the Property Manager to the agreed date on the option agreement - "Option to Renew", otherwise the Option to Renew will not apply. Time is of the essence.

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Payment Direction Deed

Sterling New Life Lease

The person whose name and address is specified in the Reference Schedule as the Landlord

and

The person whose name and address is specified in the Reference Schedule as the Tenant

and

Sterling Corporate Services Pty Ltd

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Payment Direction Deed

Date	/ / 20
Parties	**The person specified in Item 1 of the Reference Schedule** **(Landlord)**
	The person specified in Item 2 of the Reference Schedule **(Tenant)**
	Sterling Corporate Services Pty Ltd ACN 158 361 507 of 23, 397 Warnbro Sound Ave, Port Kennedy WA 6172 **(SCS)**

The parties agree, in consideration of, among other things, the mutual promises contained in this deed as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

Application Fee	Means a fee payable to SCS equal to 8% of the Investment Amount
Application Period	means the period of 10 Business Days commencing on the date of this deed.
Business Day	means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.
Constitution	means the Constitution of the Trust in which the Investment Amount is invested from time to time.
Current RE	means the current Responsible Entity for the Sterling Fund.
Distribution Date	means the dates following the end of a Distribution Period on which a distribution is made in accordance with a Constitution.
Distribution Period	has the same meaning as 'Distribution Period' in the Constitution.
First Distribution	means the first Distribution Date to occur after the Starting Date.

Date	
Investment Allocation	means the percentage split specified in Item 6 of the Reference Schedule, of the Investment Amount to be invested in specific classes of units in the Sterling Fund.
Investment Amount	means the dollar amount specified in Item 4 of the Reference Schedule.
PDS	means a product disclosure statement for the Sterling Fund.
PDS Nominated Bank Account	means the application bank account nominated in the PDS.
Rent	means the rent payable monthly in arrears by the Tenant (as tenant) under the Sterling New Life Lease.
Residential Premises	means the premises situated at the address specified in Item 3 of the Reference Schedule.
RMA	means Rental Management Australia Pty Ltd ACN 160 167 108.
SCS Nominated Bank Account	means the bank account nominated and operated by SCS.
Starting Date	means the date of commencement of the Term as specified in Part A of the Sterling New Life Lease.
Sterling Fund	means the registered managed investment scheme specified in Item 5 of the Reference Schedule.
Sterling New Life Lease	means the residential tenancy agreement in respect of the Residential Premises entered into between the Landlord as lessor and the Tenant as tenant dated on or about the date of this deed.
Sterling New Life Lease Administration Fee	Means a fee payable to SCS for administering the collection of the distributions, payment of the rent, and directing the investment of the Investment Amount, being 50% of any surplus distribution after making the payments pursuant to clause 2.5(b)(i) and (ii).
Tenant's Units	means the Units issued to the Tenant as a result of the Investment Amount less the Application Fee being invested in accordance with this deed.
Term	means the term of the Sterling New Life Lease commencing on the Starting Date and, subject to the terms of the Sterling New Life Lease, ending on the end date specified in the Part A of the Sterling New Life Lease.

Units means the units subscribed in the Sterling Fund specified in Item 5 of the Reference Schedule.

1.2 Interpretation

In this deed unless a contrary intention is expressed:

(a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;

(b) a gender includes all other genders;

(c) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);

(d) a reference to a party to any document includes that party's successors and permitted assigns;

(e) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(f) a provision of this deed may not be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or the preparation or proposal of that provision;

(g) specifying anything in this deed after the words 'include', 'including', 'for example', 'such as' or similar expressions does not limit what else is included unless there is express wording to the contrary;

(h) a reference to time is to Perth time;

(i) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5:00 pm on that day, it is taken to have occurred or been done on the next day; and

(j) a reference to '$', 'A$', 'dollars' or 'Dollars' is a reference to the lawful currency of the Commonwealth of Australia.

1.3 Business Day

If anything under this deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Precedence

In the event of any inconsistency between a provision of the Sterling New Life Lease and a provision of this deed, the provision of this deed will prevail to the extent of that inconsistency.

2. Tenant's Units

2.1 Application for Units

(a) This deed is conditional upon;

(i) the Tenant paying the Application Fee to the SCS Nominated Bank Account; and

(ii) the Tenant paying the amount of the Investment Amount less the Application Fee to the PDS Nominated Bank Account; and

(iii) making an application pursuant to the PDS to invest the Investment Amount less the Application Fee in Units by the end of the Application Period.

(b) The application referred to in clause 2.1(a) must:

(i) be in the form of the application form accompanying the then current PDS; and

(ii) specify the SCS Nominated Bank Account as the bank account into which all distributions will be paid in accordance with the clause 2.2.

(c) The condition specified in clause 2.1(a) is for the mutual benefit of the parties and cannot be waived.

(d) SCS may, in its absolute discretion extend the Application Period by giving written notice to the Tenant specifying the new last day of the Application Period.

(e) Upon issue of the Tenant's units, SCS will retain the Application Fee.

(f) If the condition specified in clause 2.1(a) is not satisfied by the end of the Application Period (as may be extended by SCS under clause 2.1(d)):

(i) this deed will terminate automatically at the moment in time after the end of the Application Period; and

(ii) upon termination, this deed has no further effect and no party is liable to any other party, other than:

(A) under a provision of this deed which is expressed to come into effect on, or to survive, termination; or

(B) in respect of any breach of this deed occurring before termination.

2.2 Distributions on the Tenant's Units

The Tenant acknowledges and agrees that all distributions from and the proceeds of any redemption of the Tenant's Units will be paid into the

SCS Nominated Bank Account and to be held in accordance with the terms of this clause 2.

2.3 **Redemption of Units**

(a) The Tenant must not make any application to redeem any of the Tenant's Units during the Term or whilst there is any money owing by the Tenant under the Sterling New Life Lease, except where:

(i) the Tenant provides SCS with written evidence that the Tenant has incurred an income tax liability from income distributions from the Tenant's Units; and

(ii) the Tenant elects to redeem sufficient Tenant's Units to pay for the income tax liability evidenced as set out in clause 2.3 (a) (i); and

(iii) the Tenant's Units that have been or are to be redeemed as set out in clause 2.3 (a) (ii) are no greater than the total funds reinvested into the same Units as the Tenant's Units as set out in clause 2.5 (b) (iii).

(b) The Tenant appoints SCS and its officers jointly and severally to be the attorney of the Tenant to:

(i) upon the Term ending, apply to redeem any of the Tenant's Units and to have the proceeds of redemption paid into the SCS Nominated Bank Account for the purpose of:

(A) paying any Rent that is due at the end of the Term and which has not been paid; and

(B) paying any Sterling New Life Lease Administration Fee that is due at the end of the Term and which has not been paid; or

(C) pay any money payable by the Tenant under the Sterling New Life Lease including any loss suffered or incurred by the Landlord arising out of the failure by the Tenant to comply with its obligations under the Sterling New Life Lease including the obligations to be performed and observed under the Sterling New Life Lease upon the Term ending; and

(ii) prior to the Term ending, and the Units for the Tenant's Units being closed to further subscriptions, apply to redeem any of the Tenant's Units and to have the proceeds of redemption, or reinvested amounts of income, paid into other Units in an alternate fund as directed by SCS; and

(iii) do anything and to execute any document for any of the purposes set out in clause 2.3(b)(i) and 2.3(b)(ii) as fully and effectually as the Tenant could do.

(c) The Tenant must ratify and confirm all actions the attorney lawfully does in the exercise of its power under clause 2.3(b).

2.4 **Rent after the first distribution on the Tenant's Units**

From the First Distribution Date, the Tenant authorises SCS to pay the Rent monthly in arrears during the Term out of the money held in the SCS Nominated Bank Account in accordance with this clause 2.

2.5 **Money held in SCS Nominated Bank Account**

The Tenant irrevocably authorises and directs:

(a) the Current RE to pay each distribution from the Tenant's Units or the redemption of the Tenant's Units to the SCS Nominated Bank Account; and

(b) SCS to deal with each distribution from the Tenant's Units received by SCS into the SCS Nominated Bank Account in the following manner:

(i) First, to pay any Rent that is due and which has not been paid;

(ii) Second, to reimburse SCS for any Rent paid to the Lessor by SCS on behalf of the Tenant during the period prior to the first Distribution;

(iii) Thirdly, pay SCS the Sterling New Life Lease Administration Fee; and

(c) Finally, reinvest on behalf of the Tenant, the balance of any surplus remaining after payment under 2.5(b)(i),(ii) and (iii) into the same units as the current Tenant's Units.SCS to deal with the redemption of the Tenant's Units received by SCS into the SCS Nominated Bank Account in the following manner:

(i) First, to pay any Rent that is due and which has not been paid;

(ii) Second, to pay any Sterling New Life Lease Administration Fee that is due and which has not been paid

(iii) Third, upon the Term ending, to pay any money payable by the Tenant under the Sterling New Life Lease including any loss suffered or incurred by the Landlord arising out of the failure by the Tenant to comply with its obligations under the Sterling New Life Lease during the Term including the obligations to be performed and observed under the Sterling New Life Lease upon the Term ending; and

(iv) Finally, to the extent of any surplus, to pay to the Tenant.

2.6 **Privacy and release of personal information**

The Tenant consents to:

(a) SCS releasing to RMA details of the Tenant's obligations under this deed and the Sterling New Life Lease; and

(b) the Current RE releasing to RMA details of the Tenant's Units and the Tenant's entitlements in respect of the Tenant's Units.

2.7 **Limit of recourse for the Rent**

Despite any provision to the contrary contained in this deed or the Sterling New Life Lease:

(a) the liability of the Tenant to pay the Rent under the Sterling New Life Lease is limited to the payments made pursuant to the distribution from the Tenant's Units or the redemption of the Tenant's Units under clauses 2.5(b)(i), 2.5(b)(ii) and 2.5(c)(i) (**Distribution and Redemption Payments**); and

(b) if there is a shortfall between the amount of the Distribution and Redemption Payments and the amount of the Rent, the Tenant is not liable to pay that shortfall.

3. General

3.1 **Legal and financial advice**

The Tenant acknowledges that:

(a) The Landlord recommended to the Tenant that the Tenant obtain independent legal and financial advice prior to entering into this deed and the Sterling New Life Lease; and

(b) the Tenant has had the opportunity to obtain that independent legal and financial advice.

3.2 **Variations**

The parties may agree to vary this deed by any form of written correspondence or other document between the parties.

3.3 **Governing law and jurisdiction**

This deed is governed by the law in force in Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia.

3.4 **Waivers**

No party to this deed may rely on the words or conduct (including delay in the exercise of a right) of any other party as a waiver of any right arising under or in connection with this deed unless the waiver is in writing and signed by the party granting the waiver.

3.5 **Severance**

If any part of this deed is, or becomes, void or unenforceable, that part is, or will be, severed from this deed so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are

unaffected by that severance.

3.6 **Further assurances**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

3.7 **Entire agreement**

This deed states all the express terms of this deed between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

3.8 **Counterparts**

(a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

(b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative and, if that other party requests it, promptly delivering that executed counterpart by hand or post to the other party or the other party's legal representative. However, the validity of this deed is not affected if the party who has faxed or emailed the counterpart delays in delivering or does not deliver it by hand or by post.

Reference Schedule

Item 1	Landlord	Name:	[insert]
		Address:	c/- Rental Management Australia Pty Ltd 23, 397 Warnbro Sound Ave Port Kennedy WA 6172
		Phone:	08 9523 5800
		Mobile:	[insert]
		Email:	[insert]
Item 2	Tenant	Name:	[insert]
		Address:	[insert]
		Phone:	[insert]
		Mobile:	[insert]
		Email:	[insert]
Item 3	Residential Premises	[insert]	
Item 4	Investment Amount	$[insert]	
Item 5	Sterling Fund	[insert]	
Item 6	Investment Allocation	____% [insert Unit Class] ____% [insert Unit Class] ____% [insert Unit Class] ____% [insert Unit Class]	

Signing page

Executed as a deed

Landlord execution

Signed, sealed and delivered by the **Landlord** in the presence of:

Signature of witness	Signature of Landlord
Full name of witness (print)	
Address of witness (print)	

EXECUTED by **[ ] Pty Ltd ACN XXX XXX XXX** in accordance with section 127 of the Corporations Act 2001.	))))	
		Signature of Sole Director & Secretary
		Print Name of Sole Director & Secretary in Full

Tenant execution

I/We acknowledge that I/we have had the opportunity to take independent legal and financial advice on this deed and the risks associated with entering into it.

Signed, sealed and delivered by the **Tenant** in the presence of:

Signature of witness	Signature of Tenant
Full name of witness (print)	
Address of witness (print)	

Signed, sealed and delivered by the **Tenant** in the presence of:

Signature of witness	Signature of Tenant
Full name of witness (print)	
Address of witness (print)	

SCS execution

Executed by **Sterling Corporate Services Pty Ltd ACN 158 361 507** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

Signature of Director	Signature of Director/Company Secretary
Full name (print)	Full name (print)

Section 5

Government of Western Australia
Department of Commerce
Consumer Protection

FORM 1
Property Condition Report

RESIDENTIAL TENANCIES ACT 1987 (WA)

Section 27C(6)

HOW TO COMPLETE THIS FORM

1. Before the tenancy begins, the lessor or the property manager should inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N"(NO) in the appropriate column. Where necessary, comments should be included in the report.
2. Two copies of the report, which has been filled out and signed by the lessor or the property manager, must be given to the tenant within 7days of the tenant moving into the premises.
3. As soon as possible after the tenant receives the property condition report, the tenant should inspect the residential premises and complete the tenant section on both copies of the report. The tenant indicates agreement or disagreement with the condition indicated by the lessor or the property manager by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form.
4. The tenant must return one copy of the completed property condition report to the lessor or the property manager within 7 days after receiving it. The tenant should keep the second copy of the property condition report.
5. If photographs or video recordings are taken at the time the property inspection is carried out, it is recommended that all photographs or video recordings are signed and dated by all parties. NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the property.
6. As soon as practicable, and in any event within 14 days after the termination of the tenancy agreement, the lessor or the property manager should complete a property condition report, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the tenant, unless the tenant has been given a reasonable opportunity to be present and has not attended the inspection.

IMPORTANT NOTES ABOUT THIS PROPERTY CONDITION REPORT

1. This property condition report is an important record of the condition of the residential premises when the tenancy begins. It may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy if there is a dispute, particularly about the return of the security bond money and any damage to the premises. It is important to complete the property condition report accurately.
2. A property condition report must be filled out whether or not a security bond is paid.
3. At the end of the tenancy the premises must be inspected and the condition of the premises at that time will be compared to that stated in the original property condition report.
4. A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use such as the carpet becoming worn in frequently used areas. Wilful and intentional damage, or damage caused by negligence, is not fair wear and tear.
5. If you do not have enough space on the report, attach a separate sheet. All attachments should be signed and dated by all of the parties to the residential tenancy agreement.
6. Information about the rights and responsibilities of lessors and tenants may be obtained by contacting the Department of Commerce on 1300 30 40 54 or visiting www.commerce.wa.gov.au/ConsumerProtection.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or **www.commerce.wa.gov.au/Consumer Protection.**

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

CP02625/2012 JULY 2013 FORM 1 version 05

Address of residential premises: _____

ENTRY	Clean	Undamaged	Working	Tenant agrees	Comments
front door					
screen door/security door					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
LOUNGE ROOM	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
TV/power points					
floorcoverings					
DINING ROOM	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					

KITCHEN	Clean	Undamaged	Working	Tenant agrees	Comments
Doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
cupboards/drawers					
bench tops/tiling					
sink/taps					
stove top/hot plates					
oven/griller					
exhaust fan/range hood					
EACH BEDROOM	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
doors/doorway frames					
walls/picture hooks					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
EACH BATHROOM	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
doors/doorway frames					
walls/tiles					
windows/screens					
ceiling					
light fittings					
blinds/curtains					

EACH BATHROOM (cont'd)	Clean	Undamaged	Working	Tenant agrees	Comments
power points					
floorcoverings					
bath/taps					
shower/screen/taps					
wash basin/taps					
mirror/cabinet/vanity					
towel rails					
toilet/cistern/seat					
toilet roll holder					
heating/exhaust fan/vent					
LAUNDRY	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
doors/doorway frames					
walls/tiles					
windows/screens					
ceiling					
light fittings					
blinds/curtains					
power points					
floorcoverings					
washing machine taps					
exhaust fan/vent					
washing tub					
SECURITY/ SAFETY	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
smoke alarms					
electrical safety switch					
keys/other opening devices					
GENERAL	**Clean**	**Undamaged**	**Working**	**Tenant agrees**	**Comments**
garden					
lawn/edges					
letterbox/street number					
water tanks/septic tanks					
garbage bins					

GENERAL (con'td)	Clean	Undamaged	Working	Tenant agrees	Comments
paving/driveways					
clothesline					
garage/carport/storeroom					
garden shed					
hot water system					
gutters/downpipes					

Approximate dates when work last done on residential premises:

Painting of premises (external): _____

Painting of premises (internal): _____

Floorcoverings laid: _____

Floorcoverings professionally cleaned: _____

Note: *Further items and comments may be recorded on a separate sheet, signed by the lessor/property manager and the tenant, and attached to this report.*

Signed by the **LESSOR/PROPERTY MANAGER**

_____ Date: ____/_____/_____
[Signature of lessor/property manager]

Signed by the **TENANT**

_____ Date: ____/_____/_____
[Signature of tenant]

Form 2 – Notice of termination of Residential Tenancy Agreement

To: _____

Of: c/- 23, 397 Warnbro Sound Ave Port Kennedy WA 6172

Tenant's Full Name: _____

Tenant's Address: _____

_____

Phone: (home) _____ (mobile) _____ (work) _____

Email: _____

Residential Premises: _____

_____

Date of Commencement of the Sterling New Life Lease:

_____ / _____ / 20 _____

I/We hereby give notice terminating my/our the Sterling New Life Lease for the Residential Premises as and from _____/ _____/ 20 _____ being a date which is at least 180 days after the date on which this notice is given to the Lessor in accordance with special conditions 4.2(b) and 4.2(c) in Part D of the Life Lease.

_____ ____ / ____ / 20 ____

Tenant Dated

_____ ____ / ____ / 20 ____

Tenant Dated

Bank account details for redemption payment:

Name of account: _____

Bank: _____

BSB: _____

Account No.: _____

Form 3 – Privacy Act – Tenant Information Sheet

PRIVACY POLICY
Sterling First Projects Pty Ltd T/A Sterling New Life

1. Sterling First Projects Pty Ltd T/A Sterling New Life is bound by the National Privacy Principals under the Privacy Act, 1988 and complies with the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Private Sector) Act 2000 (Cth) and has adopted a set of privacy principles in its policy which is consistent with the National Privacy Principles as amended in September 2001 ("NPPs").

2. However, as with all organisations, the NPPs do not apply to personal information of current or former employees contained in employee records when those records are used directly in connection with the employment relationship. Further, it should be noted that some exemptions are contained within the NPPs with respect to matters such as the disclosure of information relating to public health or public safety, the disclosure of information with respect to law enforcement enquiries and the disclosure of particular information relating to legal proceedings and negotiations.

3. If any individual wishes to make an enquiry, or make a complaint about this organisation's activities with respect to privacy and the NPPs, or obtain more information about the way the organisation manages personal information it holds, the individual should make immediate contact with the organisation's designated s 47F [redacted] s 47F [redacted] That person and the senior management of this organisation can be contacted at the following details: (Any specific communication must be by postal correspondence or via facsimile).

   Sterling New Life
   23, 397 Warnbro Sound Ave Port Kennedy WA 6172
   Postal: PO Box 7299 Secret Harbour WA 6173
   Phone: (08) 6267 6048
   Fax: (08) 9523 5811
   Email: s 47F [redacted]

PRIVACY DISCLOSURE STATEMENT
Sterling First Projects Pty Ltd T/A Sterling New Life

1. Sterling First Projects Pty Ltd T/A Sterling New Life is committed to complying with its obligations under the *Privacy Act, 1988* and the associated Australian Privacy Principles (**APPs**).

Application of the APPs to this organisation

2. We are bound by the APPs either as a consequence of being an organisation with an annual turnover of more than $3 million or due to the fact that we derive a benefit, service or advantage by the collection

10. Pursuant to the APPs, persons have certain rights to obtain access to personal information held by us with respect to that individual. Subject to the relevant exemptions contained in the APPs and subject to an individual providing sufficient proof of his or her identity this organisation will provide access to information that it holds relating to an individual. This organisation reserves the right to charge a fee for the provision of this information based on the administrative cost of supplying the information requested. Further details as to these costs and the ability to access information held by us can be obtained by contacting our Privacy Officer.
11. This organisation requests, for the purposes of clarity, that any requests for access to personal information be made in writing addressed to the organisation's Privacy Officer.
12. We will generally provide access to information by providing to the individual concerned copies of relevant documents. Where, for reasons of volume or otherwise, providing copies of documents is not practical, we will make arrangements for the individual concerned to attend at our offices to carry out a physical inspection.
13. Wherever possible, we will provide copies of documents or access to the information that we hold with respect to an individual within 14 days of the receipt of the relevant request. In the case of more complex requests we will endeavour to provide access to the information within a period of 30 days.
14. If individuals believe that information held relating to them is incorrect they are entitled to request, by contacting our Privacy Officer, that we correct that information.
15. Should we believe that we are entitled to refuse a request to access information or to make corrections we will provide written reasons for our decision.
16. If you are dissatisfied with the manner in which we deal with your personal information or should you wish to make a compliant regarding our compliance with privacy laws, please contact our Privacy Officer in writing.

Further information

17. Should any person wish to obtain further information with respect to the type of personal information we hold, the purposes for which we use that information and/or the way in which we manage that information, please contact our Privacy Officer at the contact details set out above.

Changes to our Privacy Policy

18. This document sets our current privacy policy. This policy will be reviewed from time to time and will be maintained in an up-to-date form. Any changes to this policy will be posted on the relevant section of our website.

Form 4 - Management Statement for Multi Key Properties

1. **Duties of Tenant, proprietor, occupiers, etc.**
   A Tenant of a Residential Premises shall —
   a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupiers or residents, or of their visitors; and
   b) not use the Residential Premises or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another Residential Premises (whether a proprietor or not) or the family of such an occupier; and
   c) take all reasonable steps to ensure that his or her visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the Tenant of another Residential Premises or of any person lawfully using common property; and
   d) take all reasonable steps to ensure that his or her visitors comply with the terms of this document relating to the parking of motor vehicles.

2. **Vehicles**
   A Tenant of a Residential Premises shall not park or stand any motor or other vehicle upon common property except with the written approval of the Lessor.

3. **Power of proprietor to decorate etc.**
   A Tenant may, without obtaining the consent of the Lessor, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, flyscreens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

4. **Obstruction of common property**
   A Tenant of a Residential Premises shall not obstruct lawful use of common property by any person.

5. **Damage to lawns, etc., on common property**
   Except with the approval of the Lessor, a Tenant of a Residential Premises shall not —
   a) damage any lawn, garden, tree, shrub, plant or flower upon common property; or
   b) use any portion of the common property for his or her own purposes as a garden.

6. **Behaviour of proprietors and occupiers**
   A Tenant of a Residential Premises shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the Tenant of another Residential Premises or to any person lawfully using common property.

7. **Children playing upon common property in building**
   A Tenant of a Residential Premises shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property

comprising a laundry, car parking area or other area of possible danger or hazard to children.

8. **Depositing rubbish, etc., on common property**
A Tenant of a Residential Premises shall not deposit or throw upon that Residential Premises or any other Residential Premises or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another proprietor, occupier or resident or of any person lawfully using the common property.

9. **Drying of laundry items**
A Tenant of a Residential Premises shall not, except with the consent in writing of the Lessor —
   a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the Residential Premises, other than for a reasonable period on any lines provided by the Lessor for the purpose; or
   b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Residential Premises in such a way as to be visible from outside the Residential Premises.

10. **Storage of inflammable liquids, etc.**
A Tenant of a Residential Premises shall not, except with the approval in writing of the Lessor, use or store upon the Residential Premises or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

11. **Moving furniture etc., on or through common property**
A Tenant of a Residential Premises shall not transport any furniture or large object through or upon common property within the building unless they have first given to the Lessor sufficient notice of his or her intention to do so to enable the Lessor to arrange for its nominee to be present at the time when he does so.

12. **Floor coverings**
A Tenant of a Residential Premises shall ensure that all floor space within the Residential Premises (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the Tenant of another Residential Premises.

13. **Garbage disposal**
A Tenant of a Residential Premises —
   a) shall maintain within his or her Residential Premises, or on such part of the common property as may be authorized by the Lessor, in clean and dry condition and adequately covered, a receptacle for garbage;
   b) comply with all local laws relating to the disposal of garbage;

c) ensure that the health, hygiene and comfort of the Tenant of any other Residential Premises is not adversely affected by his or her disposal of garbage.

14. Additional duties of Tenant's.

A Tenant shall not —

a) use the Residential Premises that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
b) make undue noise in or about any Residential Premises or common property; or
c) use any part of the common property for the parking or standing of a caravan, camper van, trailer or marine craft;
d) park or leave any vehicle in such a position where it is likely to be a nuisance or obstruct access or egress to any car parking area or any part of the common property;
e) use any facility or utility situated within common property for any purpose other than that for which it is specifically intended;

15. ANIMALS AND PETS

a) All Tenant's must ensure that:
   i) all pets kept on the Tenant's Residential Premises do not make unreasonable amounts of noise; and
   ii) no more than two pets per Tenant are kept on a Residential Premises, unless specifically approved otherwise in writing by the Lessor;
   iii) they comply with all state and local government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.
b) If a Tenant's quiet enjoyment of his or her lot is disrupted by another Tenant's pet that Tenant may serve a notice on the Tenant of the lot on which the pet is kept requesting that the pet be removed from that Residential Premises.
c) If the Tenant of the Residential Premises refuses to remove the pet from the Residential Premises, the matter shall be referred to the Lessor.

16. Alteration to Residential Premises

A Tenant of a Residential Premises shall not alter the structure without written approval from the Lessor, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

17. Appearance of Residential Premises

A Tenant of a Residential Premises shall not, without the written consent of the Lessor, maintain within the Premises anything visible from outside the Premises that is not in keeping with the rest of the building.

Section 6