

1. Definitions and interpretation

1.1 Definitions

For the purpose of these Conditions of Entry, unless the context otherwise requires:

Immediate family means any spouse, ex-spouse, de-facto spouse, child or step child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

Promoter and Supplier means Maxjem Holdings Pty Ltd T/as Weeks and Macklin Real Estate | RLA 286389 | ABN 78 624 548 634

Property means any residential address, not under a current Housing Industry Association Housing Improvement Order, that complies with Sections 67 and 68 of the Residential Tenancies Act 1995 and is located within the suburbs of South Australia, Australia outlined in Appendix 1

Lease means to advertise the Property on realestate.com.au, domain.com.au and weeksmacklin.com.au, hold open inspections for the property a minimum of once per week in 15 minute intervals, accept and reference check applications for tenancies, present applications to the landlord, being the owner of the Property, for approval and obtain approval from the landlord to proceed with the signing of a tenancy agreement for the Property with an accepted applicant.

Manage means the ongoing monitoring of the Property as detailed in appendix 2 Terms and Conditions Section 5.3.

Tenancy agreement means a 12 month contract, as shown in appendix 3, between the landlord, being the owner of the Property, and the accepted applicant for tenancy of the Property. Barring the legislative requirements of this agreement under the Residential Tenancies Act 1995 and the requirement, for the purposes of entry into this promotion, that the agreement be for a 12 month fixed term, all terms of this agreement are subject to the discretion of the landlord.

Tenancy means the granting of a right of occupancy, under a residential tenancy agreement, to an individual who is not the legal owner of a property, by the legal owner of the property.

Bond means 4 weeks rent, when the total weekly rent is equal to or less than \$250.00, or 6 weeks rent, when the total weekly rent is equal to or greater than \$251.00.

Trust account means the nominated account of the Promoter and Supplier, as approved by the Commissioner, into which Trust money is deposited.

Trust money means money that is received by an agent when acting as an agent and to which the agent is not wholly entitled in law and in equity. Herein, the term agent is as defined under Section 4 of the Land Agents Act 1994.

Management Agreement means a minimum 2 year contract, as shown in Appendix 2, to Lease and Manage the Property

Promotion means the Maxjem Holdings Pty Ltd T/as Weeks and Macklin Real Estate trade promotion to which these terms and conditions of entry relate

Claimed means the collection of the nominated prize from the offices of the Promoter and Supplier at 173 Main North Road, Nailsworth SA 5083

2. Conditions of entry

- 2.1 Entry is only open to Australian residents. Employees and the immediate families of those employed by the Promoter and Supplier are ineligible.
- 2.2 The promotion commences on the 14th of November 2019 at 9am ACST and entries will close on the 21st of February 2020 at 5pm ACST.
- 2.3 The prize will be drawn on the 28th of February 2020 at 10am ACST at the offices of the Promoter and Supplier at 173 Main North Road, Nailsworth SA 5083.
- 2.4 The one winner will be notified by email and/or social media on the 28th of February 2020.
- 2.5 To be eligible to enter this promotion, you must fulfil one of the below categories:
 - A) Give authority, by way of a signed management agreement for Weeks and Macklin Real Estate to manage your property, that must have a minimum of 6 months remaining on the current lease.
 - B) Give authority, by way of a signed management agreement, for Weeks and Macklin Real Estate to lease and manage your property. This entry will only become valid once the accepted tenant signs a 12 month tenancy agreement and the bond and first two weeks of rent have been received into the Weeks and Macklin Real Estate trust account.

To be eligible under this section, the signed management agreement must have an execution date between the 14th of November 2019 and the 21st of February 2020. Properties managed by the Promoter and Supplier prior to the 14th of November 2019 are excluded from eligibility in this promotion.

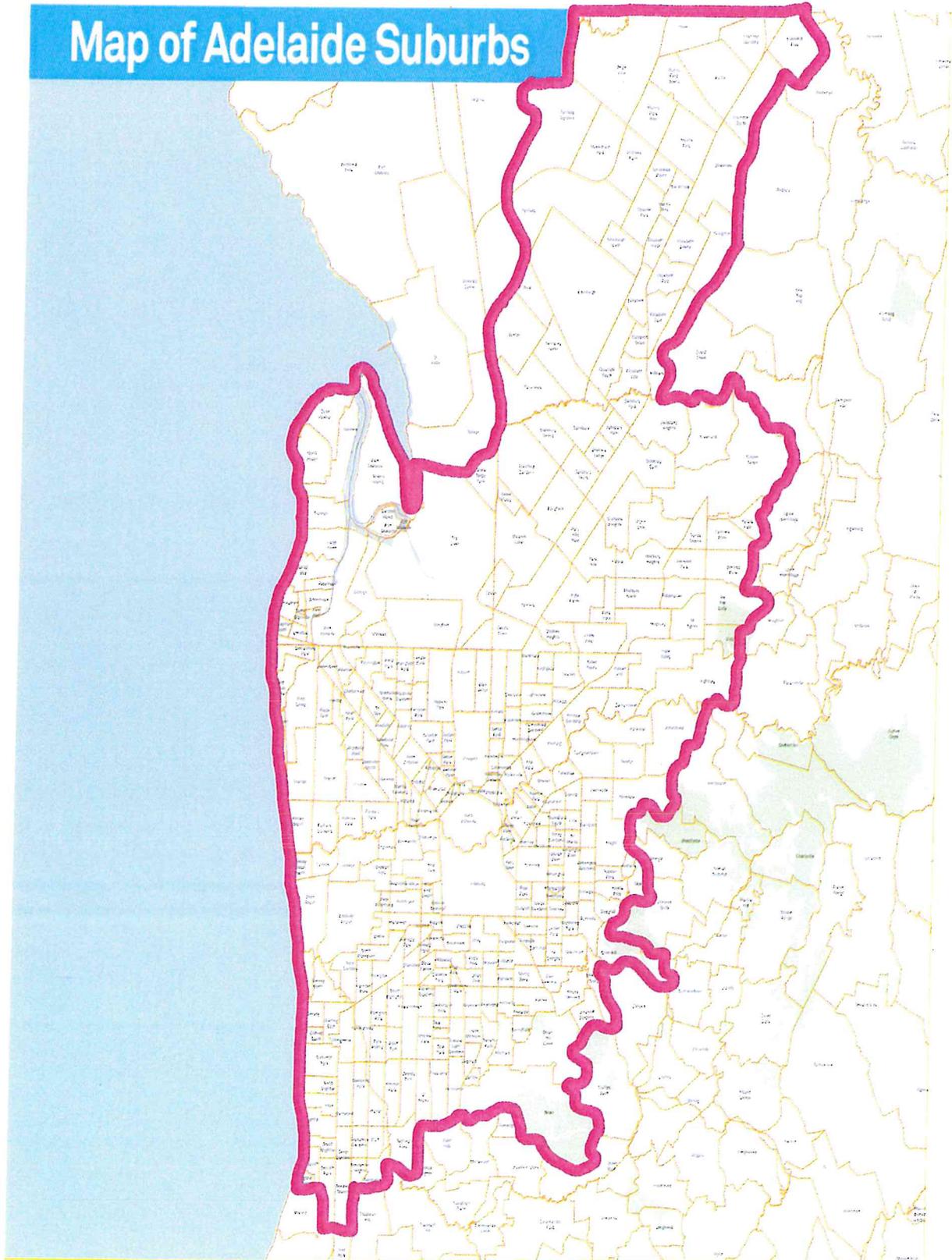
- 2.6 Each property fulfilling these Conditions of Entry is taken to be one entry into the promotion.
- 2.7 The prize of this promotion is to be the following, which must be claimed by the winner on or before the 28th of March 2020 at 5pm ACST:
 - A) \$5000.00 cash, to be either:
 - I. Collected from the offices of the Promoter and Supplier at 173 Main North Road, Nailsworth SA 5083 on or before the 28th of March 2020 at 5pm ACST
 - II. Deposited into the nominated bank account of the winner before close of business, being 5pm ACST, on the 28th of March 2020
- 2.8 A minimum of 25 properties meeting the conditions outlined in Section 2.5 must be signed over to Weeks and Macklin Real Estate to manage for this promotion to become active. Failure to reach the required amount will result in the promotion being aborted and the prize forfeited.

- 2.9 The Promoter and Supplier will not be held liable for any loss or damage suffered, including but not limited to indirect or consequential loss, or any personal injury suffered or sustained in connection with the promotion or prize, to the exception of any liability which cannot be excluded by law.
- 2.10 The Promoter and Supplier will not be held liable for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside of the reasonable control of the Promoter and Supplier.
- 2.11 Tax implications may arise from the receipt or use of a prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter and Supplier, to the absolute discretion of the Promoter and Supplier. Independent financial advice should be sought.
- 2.12 The prize, or any unclaimed or unused portion of the prize, is not transferable or exchangeable.
- 2.13 If the prize or any part of the prize is unavailable, the Promoter and Supplier, in its discretion, reserves the right to substitute the prize or any part of the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 2.14 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any cause outside of the reasonable control of the Promoter and Supplier, the Promoter and Supplier reserves the right, in its discretion and to the fullest extent permitted by law:
- A) To disqualify any entrant of this promotion; or
 - B) To, subject to any written directions for a regulatory authority, modify, suspend, terminate or cancel the promotion, as appropriate.
- 2.15 To the exception of any liability that cannot be excluded by law, the Promoter and Supplier (including its directors, employees and agents) excludes all liability including:
- A) Negligence, for any personal injury; or
 - B) Loss or damage, to the inclusion of loss of opportunity, whether direct or indirect, special or consequential;

Arising, in any way, out of the promotion. This is including, but not limited to, liability for negligence or loss or damage arising out of the following:

- A) Any technical difficulties or equipment malfunction, whether or not under the Promoter and Supplier's control; or
- B) Any theft, unauthorised access or third party interference; or
- C) Any entry prize claim that is late, lost, altered, damaged or misdirected, whether or not it is received by the Promoter and Supplier, as a result of any cause outside the reasonable control of the Promoter and Supplier; or
- D) Any tax liability incurred by winner or entrant; or
- E) Use of the prize

Appendix 1 – Map of eligible suburbs



Properties in the following suburbs of South Australia, Australia will be eligible for the Competition; Angle Vale, Hillier, Evanston Gardens, Kudla, Evanston Park, Evanston South, Munno Para Downs, Munno Para West, Munno Para, Blakeview, Penfield Gardens, MacDonald Park, Andrews Farm, Smithfield Plains, Smithfield, Davoren Park, Penfield, Edinburgh North, Elizabeth North, Elizabeth Downs, Craigmore, Elizabeth Park, Elizabeth East, Hillbank, Elizabeth Grove, Elizabeth Vale, Elizabeth South, Edinburgh, Direk, Burton, Salisbury North, Paralowie, Salisbury Park, Salisbury Plains, Salisbury, Salisbury Downs, Brahma Lodge, Parafield Gardens, Green Fields, Mawson Lakes, Parafield, Salisbury South, Para Hills West, Para Hills, Gulfview Heights, Salisbury East, Salisbury Heights, Greenwith, Golden Grove, Yatala Vale, Fairview Park, Surrey Downs, Wynn Vale, Para Hills, Yatala, Modbury Heights, Redwood Park, Banksia Park, Globe Derby Park, Dry Creek, Port Adelaide, Torrens Island, Garden Island, Osbourne, Outer Harbor, North Haven, Taperoo, Largs North, Largs Bay, Peterhead, Gillman, Tea Tree Gully, Ridgehaven, Modbury North, Para Vista, Ingle Farm, Pooraka, Cavan, Gepps Cross, Walkley Heights, Valley View, Modbury, St Agnes, Vista, Highbury, Hope Valley, Holden Hill, Gilles Plains, Oakden, Northgate, Northfield, Clearview, Enfield, Sefton Park, Broadview, Lightsvlew, Greenacres, Hampstead Gardens, Manningham, Hillcrest, Klemzig, Windsor Gardens, Paradise, Dernancourt, Athelstone, Birkenhead, Semaphore, Exeter, New Port, Glanville, Semaphore South, Ethelton, Ottoway, Wingfield, Semaphore Park, West Lakes Shore, West Lakes, Rosewater, Tennyson, Royal Park, Queenstown, Hendon, Alberton, Cheltenham, Albert Park, Woodville, Pennington, Athol Park, Mansfield Park, Angle Park, Woodville North, Woodville Gardens, St Clair, Woodville Park, Kilkenny, Ferryden Park, Regency Park, Croydon Park, Dudley Park, Kilburn, Blair Athol, Grange, Seaton, Findon, Woodville West, Woodville South, West Croydon, Devon Park, Prospect, Renown Park, Ridleyton, Croydon, Brompton, Fitzroy, Thorngate, Ovingham, Bowden, Hindmarsh, West Hindmarsh, Welland, Allenby Gardens, Beverley, North Adelaide, Adelaide, Thebarton, Torrensville, Underdale, Flinders Park, Kidman Park, Fulham Gardens, Henley Beach, Henley Beach South, Fulham, Lockleys, Brooklyn Park, Cowandilla, Hilton, Mile End, Mile End South, Nailsworth, Collinswood, Medindie Gardens, Medindie, Gilberton, Walkerville, Vale Park, Marden, Felixstow, Campbelltown, Newton, Rostrevor, Hectorville, Glynde, Payneham, Marden, Royston Park, Joslin, St Peters, College Park, Hackney, Kent Town, Stepney, Evandale, Payneham South, Fife, Tranmere, Magill, St Morris, Trinity Gardens, Maylands, Norwood, Baulah Park, Kensington, Kensington Park, Kensington Gardens, Auldana, Rosslyn Park, Rose Park, Marryatville, Heathpool, Erindale, Wattle Park, Skye, Stonyfell, Greenhill, Burnside, Leabrook, Hazelwood Park, Beaumont, Waterfall Gully, Leawood Gardens, Mount Osmond, Brown Hill Creek, Glen Osmond, St Georges, Linden Park, Tusmore, Toorak Gardens, Dulwich, Glenside, Eastwood, Frewville, Glenunga, West Beach, Adelaide Airport, West Richmond, Richmond, Keswick Terminal, Netley, Marleston, Keswick, Wayville, Unley, Parkside, Goodwood, Forestville, Everard Park, Kurralta Park, North Plympton, Novar Gardens, Glenelg North, Camden Park, Plympton, Glandore, Black Forest, Millswood, Clarence Park, Kings Park, Unley Park, Hyde Park, Malvern, Fullarton, Highgate, Myrtle Bank, Urrbrae, Netherby, Springfield, Mitcham, Belair, Lynton, Clapham, Torrens Park, Kingswood, Lower Mitcham, Hawthorn, Westbourne Park, Colonial Light Gardens, Panorama, Pasadena, Daw Park, Cumberland Park, Clarence Gardens, Melrose Park, St Marys, Bedford Park, Clovelly Park, Edwardstown, South Plympton, Ascot Park, Mitchell Park, Plympton Park, Park Holme, Marion, Sturt, Darlington, Seacombe Heights, Oaklands Park, Morphettville, Seacombe Gardens, Giengowrie, Warradale, Dover Gardens, Seaview Downs, Seaciff Park, Kensington Park, Seaciff, South Brighton, Brighton, Hove, North Brighton, Somerton Park, Glenelg South, Glenelg East and Glenelg

Appendix 2 – Example management agreement

All information supplied in Sections 1, 3, 5, 8, 10, 11, 14 and 16 of the property Management Agreement is for example purposes only. These details are to be negotiated between the owner of the Property and the Producer and Supplier. All information supplied in Sections 2, 4, 6, 7, 9, 12, 13 and 15 is non-negotiable.

Residential Property Management Agreement Schedule

Weeks & Macklin


1. LANDLORD: Full Name(s): Elmer Fudd

Street 1: 144 Wabbit Road

Street 2:

Suburb: Paradise

State: SA

Postcode: 5075

ABN (if applicable):

Telephone: W: 0444 555 666

H:

M:

F:

Email: example@gmail.com

 The Landlord consents to the email address supplied above, or any other email address supplied by the Landlord in writing, to be used by the Agent for the purpose of communication with the Landlord.

2. AGENT: Company Name: Maxjem Holdings Pty Ltd t/as Weeks & Macklin Real Estate

Company Representative: Weeks & Macklin

ABN (if applicable): 78 624 548 634

RLA No: RLA286389

Street 1: 173 Main North Road

Street 2:

Suburb: Nailsworth

State: SA

Postcode: 5083

Telephone: W: 08 8422 5333

F: 08 8422 5399

M:

Email: sales@weeksmacklin.com.au

3. PREMISES: Street 1: 142 Wabbit Road

Street 2:

Suburb: Paradise

State: SA

Postcode: 5075

Council area: Campbelltown City Council

Strata/Community Title No:

 N/A

Strata/Community Manager:

Telephone:

4. TYPE OF AGENCY:
 Sole Agency General Agency

Note: The Landlord must disclose to the Agent the existence of any current Residential Management Agreements relating to the Premises

5. RENTAL:

Rent Range: \$ 355 to \$ 375 per week

6. PROFESSIONAL FEES FOR SERVICES (GST INCLUSIVE):
 Management Fee
(of gross collectables)

8.8%

 Letting/Re-Letting

2.2 Weeks Rent

 Lease Preparation Lease Renewal

1.1 Weeks Rent

 Rent Review Overseeing Refurbishment Other Manufacturers' Manuals Inspection:
Ingoing/Outgoing Maintenance Periodic Inspections \$39 per inspection Tribunal Hearings Furniture Inventory Document Preparation Other

INITIALS

Initials not required if using electronic signature

Residential Property Management Agreement Schedule

Weeks & Macklin



7. TERM OF MANAGEMENT AGREEMENT:

The term of the Management Agreement shall be:

from / / 20 until / / 20

Other (specify) 2 years from the date of this agreement

Date available for rent: / / 20

Preferred Tenancy Term:

Fixed 12 months

Periodic

8. INITIAL MARKETING PERIOD (Clause 3.2.2):

The Initial Marketing Period shall be

from 03 / 09 / 2019 until 10 / 09 / 2019

9. EXPENSES (GST INCLUSIVE)

Marketing Expenses:

- | | | |
|--|--|--|
| <input type="checkbox"/> Media advertising | <input type="checkbox"/> Up to maximum \$ <input type="text"/> | <input type="checkbox"/> As necessary to secure tenant |
| <input checked="" type="checkbox"/> Signage | <input checked="" type="checkbox"/> Up to maximum \$ 265.00 (incl. photos) | <input type="checkbox"/> As necessary to secure tenant |
| <input checked="" type="checkbox"/> Internet | <input checked="" type="checkbox"/> Up to maximum \$ 150.00 | <input type="checkbox"/> As necessary to secure tenant |
| <input type="checkbox"/> Other | <input type="checkbox"/> Up to maximum \$ <input type="text"/> | <input type="checkbox"/> As necessary to secure tenant |
| <input type="checkbox"/> Advance Expenses: | \$ <input type="text"/> (clause 6.6) | |

Miscellaneous Expenses:

- | | | | |
|--|-------------------------|---|-------------------------|
| <input type="checkbox"/> Bank Charges | \$ <input type="text"/> | <input type="checkbox"/> Postage | \$ <input type="text"/> |
| <input type="checkbox"/> Cheque Fees | \$ <input type="text"/> | <input type="checkbox"/> Administration Fee | \$ <input type="text"/> |
| <input type="checkbox"/> Statement Fee | \$ <input type="text"/> | <input type="checkbox"/> Telephone | \$ <input type="text"/> |
| <input type="checkbox"/> EFT | \$ <input type="text"/> | <input type="checkbox"/> Other | \$ <input type="text"/> |

10. OUTGOINGS

The Agent will pay the following Outgoings relating to the Premises on behalf of the Landlord

- | | | | |
|---|--|--------------------------------|----------------------|
| <input checked="" type="checkbox"/> Council Rates | <input type="checkbox"/> Strata/Community levies | <input type="checkbox"/> Other | <input type="text"/> |
| <input checked="" type="checkbox"/> Water Rates (Item 13) | <input checked="" type="checkbox"/> Building Insurance | <input type="checkbox"/> Other | <input type="text"/> |
| <input type="checkbox"/> Land Tax | <input checked="" type="checkbox"/> Landlord Insurance | <input type="checkbox"/> Other | <input type="text"/> |
| <input checked="" type="checkbox"/> Emergency Services Levy | <input type="checkbox"/> Gardening | <input type="checkbox"/> Other | <input type="text"/> |

11. MAINTENANCE

Maximum expenditure allowed without Landlord's approval: \$ 250.00

Emergency maintenance contact: Elmer Fudd Tel: 0444 555 666

Note: Emergency repairs will be undertaken immediately after they are reported. Every effort will be made to contact the Landlord to advise of the emergency. However, if this is an after hours emergency, the repairs will be carried out at the Landlord's expense and the Landlord advised as soon as reasonably practicable.

INITIALS

Initials not required if using electronic signature

Residential Property Management Agreement Schedule

Weeks & Macklin



12. DISCLOSURE OF AGENT'S INTERESTS

 Not applicable

Nature of benefit	From whom benefit is to be received	Approximate Value

13. CHARGES TO TENANT:

 All water usage costs adjusted for the period of tenancy

 All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy

 All water supply charges adjusted for the period of tenancy

 No charge for water

 Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment

Note: The Landlord should provide the Agent with a copy of the bill for rates and charges by the water supply authority within 21 days of the issue of the bill.

14. PAYMENT TO LANDLORD

 Funds to be paid to Landlord: Monthly Other

Payment method:

 Bank account:

 A/c Name: Institution/Branch

 BSB: Account No:
 Other:

15. INSURANCE (Clause 4.1.5)

The Landlord shall effect and maintain the following insurance policies during the Term:

 Building/Strata Insurance Landlord Insurance Contents Insurance Public Liability Insurance

 Other (specify)

16. ADDITIONAL CONDITIONS

 N/A

 As detailed below

 See annexure

INITIALS

Initials not required if using electronic signature

Residential Property Management Agreement

Terms and Conditions

Weeks & Macklin
REAL ESTATE



1. APPOINTMENT

The Landlord appoints the Agent as its agent to provide the Services in respect of the Premises for the Term in accordance with the terms and conditions of this Agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Advance Expenses" means the amount specified in Item 9 of the Schedule;
- 2.3 "Agent" means the person or organisation specified in Item 2 of the Schedule;
- 2.4 "Expenses" means the items specified in Item 9 of the Schedule;
- 2.5 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.6 "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* or any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have, for the purposes of this Agreement, the meaning used in or attributed to that expression by the GST Law;
- 2.7 "Initial Marketing Period" means the period specified in Item 8 of the Schedule;
- 2.8 "Landlord" means the person or organisation specified in Item 1 of the Schedule and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Landlord;
- 2.9 "Maintenance Limit" means the amount specified in Item 11 of the Schedule;
- 2.10 "Outgoings" means the payments specified in Item 10 of the Schedule;
- 2.11 "Premises" means the property specified in Item 3 of the Schedule;
- 2.12 "Professional Fees" means the amount specified in Item 6 of the Schedule;
- 2.13 "Rental" means the amount specified in Item 5 of the Schedule;
- 2.14 "Services" means the services specified in Item 6 of the Schedule;
- 2.15 "Term" means the period specified in Item 7 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. AGENCY (SOLE AND GENERAL) AND TERMINATION

- 3.1 Unless otherwise specified in Item 4 of the Schedule the Agent is appointed as the sole agent of the Landlord for the Term.
- 3.2 During the Term of the sole agency this Agreement cannot be terminated unless:
 - 3.2.1 termination is by written agreement between the parties; or
 - 3.2.2 the Premises remain unlet for the Initial Marketing Period in which case the Agreement may be terminated by either party by giving seven (7) days written notice to the other party.
- 3.3 Where the Landlord wishes to terminate this Agreement at the expiration of the Term, the Landlord must provide to the Agent at least twenty one (21) days written notice prior to the expiry of the Term of sole agency.
- 3.4 Unless terminated by the Landlord in accordance with clause 3.2, upon expiration of the Term of sole agency a general or continuing agency will apply until such time as this Agreement is terminated in accordance with clause 3.5.
- 3.5 A general agency, whether created expressly by appointment or upon expiry of the Term of a sole agency shall continue until terminated by either party giving sixty (60) days written notice to the other party.

4. LANDLORD'S OBLIGATIONS

Landlord Warranties

- 4.1 The Landlord warrants that:
 - 4.1.1 it is the owner of the Premises or has the written authority of the registered proprietor to enter into this Agreement;
 - 4.1.2 it has the legal capacity to enter into this Agreement;
 - 4.1.3 all information and/or descriptions provided to the Agent in relation to the Premises are true and correct and undertakes to promptly advise the Agent of any change to that information;
 - 4.1.4 the whole of the Premises:
 - 4.1.4.1 comprise residential premises; and
 - 4.1.4.2 is to be used for residential accommodation.
 - 4.1.5 it holds appropriate insurance in respect of the Premises as specified in Item 15 of the Schedule and will provide evidence of such cover to the Agent within seven (7) days from the date of execution of this Agreement and will maintain such insurance during the Term;
 - 4.1.6 it has disclosed to the Agent the existence of any current Residential Management Agreement relating to the Premises.
 - 4.1.7 the Premises is not subject to any rent control order and if the Premises becomes subject to such an order, the landlord will advise the Agent immediately of such an order.

Landlord Indemnities

- 4.2 The Landlord indemnifies and will keep indemnified the Agent against all liability or loss arising directly or indirectly from, and any costs, charges, late fees and expenses (including, but not limited to any loss of Professional Fees and Expenses) incurred in connection with or attributable to:
 - 4.2.1 any breach of this Agreement by the Landlord;
 - 4.2.2 the failure by the Landlord to provide adequate instructions to the Agent in respect of any matter arising under this Agreement or to provide adequate monies to the Agent to enable the Agent to properly carry out the Agent's obligations under this Agreement;
 - 4.2.3 any loss or damage whatsoever to the Premises or to any goods and chattels on the Premises, or injury to any person accessing the Premises; except to the extent such liability is attributable to the negligence or default of the Agent.
- 4.3 The indemnities contained in clause 4.2 survive the expiration or termination of this Agreement.

INITIALS

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Residential Property Management Agreement Terms and Conditions

Weeks & Macklin



Landlord Acknowledgments

- 4.4 The Landlord acknowledges that:
- 4.4.1 the Agent may transfer, sell or assign their rights under this Agreement to a third party without the prior consent of the Landlord and upon such transfer the Landlord and the third party shall continue to be bound by the terms and conditions of this Agreement;
 - 4.4.2 the Agent may receive an offer of or receive a commission, fee or reward from another party in regard to the performance of the duties or functions to be carried out by the Agent and the Landlord consents to the Agent receiving such commissions, fees or rewards as specified in Item 12 of the Schedule or otherwise notified by the Agent in writing;
 - 4.4.3 the Agent's duties and obligations are limited to those contained in this Agreement or as otherwise agreed in writing by the parties;
 - 4.4.4 the Agent gives no warranty or other assurance as to the credit worthiness or financial status of any tenant;
 - 4.4.5 where it is registered, or becomes registered for GST it will provide its Australian Business Number to the Agent as soon as reasonably practicable;
 - 4.4.6 the Agent is expressly authorised by the Landlord to carry out the duties and obligations attributed to the Agent pursuant to this Agreement (including, but not limited to, authority to carry out the activities outlined in clause 5.1 and 5.2 below);
 - 4.4.7 the Agent is expressly authorised to deduct any monies due and payable by the Landlord to the Agent pursuant to this Agreement (including but not limited to, the Professional Fees and Expenses) from any monies received by the Agent for and on behalf of the Landlord.

5. AGENT'S OBLIGATIONS

Property Letting

- 5.1 Unless otherwise specified in the Schedule, the Agent will:
- 5.1.1 use its best endeavours to let or re-let the Premises (as applicable) as and when it becomes vacant, at the Rental specified in Item 5 of the Schedule, or at such other rental as the Landlord from time to time may nominate in consultation with the Agent;
 - 5.1.2 at the Landlord's expense, advertise the Premises to let in an appropriate manner and in accordance with the information supplied by the Landlord;
 - 5.1.3 interview prospective tenants and conduct any necessary checks (as determined by the Agent);
 - 5.1.4 negotiate the terms and conditions of tenancy with any prospective tenants in accordance with the Landlord's instructions;
 - 5.1.5 at the Landlord's expense, prepare a Residential Tenancy Agreement, execute such an Agreement and any other documents which may be required under the Act on behalf of the Landlord.
- 5.2 Notwithstanding clause 5.1, the parties must specify which particular letting obligations are to apply in Item 6 of the Schedule. Where it is agreed that certain letting obligations will not apply to this Agreement, the corresponding sub-clause of clause 5.1 will be waived.

Property Management

- 5.3 Unless otherwise specified in the Schedule, the Agent will:
- 5.3.1 collect the Rental and other monies (if any) from the Tenant;
 - 5.3.2 pay from monies collected by the Agent any Outgoings as specified in Item 10 of the Schedule, upon receiving accounts from or for the Landlord;
 - 5.3.3 account and render statements in writing to the Landlord for all monies received, paid or appropriated and to pay all monies due to the Landlord as specified in Item 14 of the Schedule;
 - 5.3.4 inspect the Premises from time to time when deemed necessary by the Agent and if requested by the Landlord to report in writing to the Landlord on the general condition of the Premises;
 - 5.3.5 advise the Landlord of any major damage to or accident occurring in or on the Premises as soon as reasonably practicable upon the Agent becoming aware of same;
 - 5.3.6 at the expense of the Landlord, effect any maintenance or repair to the Premises as is deemed necessary by the Agent, without notice to the Landlord, provided that the cost thereof in any case does not exceed the amount specified in Item 11 of the Schedule;
 - 5.3.7 notwithstanding clause 5.3.6, at the expense of the Landlord, effect any maintenance or repairs to the Premises whatsoever (without regard to the limit specified in Item 11 of the Schedule) where, in the reasonable opinion of the Agent, such maintenance or repair relates to an emergency, provided that the Agent will use reasonable endeavours to contact and gain the approval of the Landlord to engage in such maintenance and repairs prior to authorising such expenditure;
 - 5.3.8 at the expense of the Landlord, arrange for any device or keys to the Premises to be provided to the Agent for the purposes of entering the Premises;
 - 5.3.9 act on behalf of the Landlord in relation to insurance claims and other insurance matters in respect of the Premises as and when required to do so;
 - 5.3.10 advise the Landlord if the Premises are or are to become vacant as soon as practicable after the Agent becomes aware of same and to seek the Landlord's instructions as to re-letting;
 - 5.3.11 advise the Landlord as and when tenancies become due for renewal and/or expire;
 - 5.3.12 negotiate the terms and conditions of extensions or renewals of Residential Tenancy Agreements with tenants in accordance with the Landlord's instructions;
 - 5.3.13 refer any application for assignment or subletting to the Landlord;
 - 5.3.14 use its best endeavours to advise the Landlord of any known breach of terms of any Residential Tenancy Agreement as soon as reasonably practicable upon the Agent becoming aware of same;
 - 5.3.15 complete and serve all forms and notices required which may be served by the Agent on behalf of the Landlord under the Act;
 - 5.3.16 at the Landlord's expense, appear before the Residential Tenancies Tribunal on behalf of the Landlord (upon instruction by the Landlord) at the rates specified in Item 6 of the Schedule;
 - 5.3.17 attend at the Premises as reasonably required and complete and serve any documentation, as required under the Act.
- 5.4 Notwithstanding clause 5.3, the parties must specify which particular management obligations are to apply in Item 6 of the Schedule. Where it is agreed that certain management obligations will not apply to this Agreement, the relevant sub-clause of clause 5.3 will be waived.

INITIALS

Initials not required if using electronic signature

Residential Property Management Agreement

Terms and Conditions

Weeks & Macklin



6. PROFESSIONAL FEES AND EXPENSES

6.1 In consideration for the Agent performing its obligations under this Agreement, the Landlord must pay the Agent the Professional Fees, and reimburse the Agent for the Expenses (including the amount of Advance Expenses where required by the Agent), and the Outgoings (if any) pursuant to the terms of clause 6 and specified in Items 6, 9, 10 and 11 of the Schedule.

Payment of Professional Fees

- 6.2 Subject to clause 6.4, where the Agent introduces or otherwise procures for the Landlord a tenant and the Landlord thereafter enters into an agreement to let the Premises to that tenant or to that tenant's nominee or assign, or if the Premises are let by any other means during the Term the Landlord must at that time pay to the Agent the Professional Fees for letting the Premises.
- 6.3 The Landlord agrees that if any Residential Tenancy Agreement between the Landlord and a tenant introduced by the Agent pursuant to this Agreement is terminated or lapses by reason of the Landlord's breach or default, or the Landlord being unwilling to proceed with the Residential Tenancy Agreement, that such conduct by the Landlord will be a breach of the Landlord's obligations under this Agreement. In such circumstances the Landlord will, in addition to any other monies payable under this Agreement, be liable to pay to the Agent as liquidated damages an amount equal to the Professional Fees for letting and management which would have been payable if the Residential Tenancy Agreement had been duly completed. The parties acknowledge that this is a genuine pre-estimate of the loss the Agent would incur in relation to such a breach.
- 6.4 The Landlord will not be required to pay the Professional Fees to the Agent where, during the period in which the Premises are let, this Agreement has been properly terminated or where a general agency exists, the tenant has been obtained by another agent engaged by the Landlord to let the Premises.

Payment of Expenses

- 6.5 The Landlord must pay to the Agent the amount of the Expenses specified in Item 9 of the Schedule and actually incurred by the Agent within fourteen (14) days of the Agent rendering an account.
- 6.6 The Landlord must pay to the Agent the amount of the Advance Expenses within seven (7) days of the date of this Agreement and the Agent may draw upon those monies to meet incurred expenses.

7. GOODS AND SERVICES TAX (GST)

The Agent and the Landlord acknowledge and agree that:

- 7.1 If GST applies to any supply made under or in connection with this Agreement by either the Agent or the Landlord:
- 7.1.1 the Agent may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Landlord an additional amount on account of GST; and
- 7.1.2 the Landlord shall pay to or reimburse to the Agent or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Agent and/or the Landlord in respect of that supply; and
- 7.1.3 the amount payable by the Landlord to the Agent or to a third party in respect of that supply shall be increased by the product of:
- 7.1.3.1 the rate at which GST is imposed at that time; and
- 7.1.3.2 the amount or consideration payable for the relevant supply.
- 7.1.4 the Landlord shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Agent directs.
- 7.2 The Landlord agrees to pay and indemnify the Agent against any taxation penalties and/or interest that may be charged or levied against the Agent in respect of any GST liability under or in connection with this Agreement.
- 7.3 If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Landlord shall on demand pay to the Agent by way of further consideration for the supply, an amount calculated in the manner specified in clause 7.1 including any penalties and/or interest incurred by the Agent under the GST Law.
- 7.4 Clause 7 shall survive the expiration or termination of this Agreement.

8. INFORMATION USE AND PRIVACY CONSENT

- 8.1 The Agent collects and uses the Landlord's Personal Information and any other information about the Landlord and/or the Premises acquired by the Agent in the course of acting for the Landlord (collectively "the Information") to act on the Landlord's behalf and to perform the services and functions required by the Landlord in connection with this Agreement ("Primary Purpose"). Without limiting the generality of this clause, the Agent may disclose the Information to third parties as may be required to facilitate marketing and promotion activities, to arrange any works, repairs and maintenance in respect of the Property (where applicable), to comply with legislative requirements and for administration purposes.
- 8.2 Without provision of certain information the Agent may not be able to act effectively or at all on the Landlord's behalf.
- 8.3 In addition to the Primary Purpose, the Landlord acknowledges and agrees the Agent may subject to the *Privacy Act 1988 (Cth)* (where applicable):
- 8.3.1 collect, use and disclose the Information to promote the services of the Agent to the public and/or to seek potential clients; and
- 8.3.2 disclose the Information to third parties such as, but not limited to, other real estate business, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations
- 8.4 Subject to any applicable statutory limitations and requirements, the Landlord has the right to access any Personal Information which may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 8.5 By signing this Agreement the Landlord expressly consents to the collection and use of the Information as provided for in this clause 8, and for the purposes of this agreement, "Personal Information" has the same meaning as in the *Privacy Act 1988 (Cth)*.

9. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 16 of the Schedule.

10. GENERAL

- 10.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 10.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Property Management Agreement Execution Page

Weeks & Macklin



EXECUTED AS AN AGREEMENT

Dated this Day of 2019

Signed by or on behalf of the Landlord _____

Signed for and on behalf of the Agent _____

RECEIPT

In executing this Agreement, the Landlord acknowledges receipt of a copy of this Agreement

OFFICE USE ONLY

Copy of Agreement provided to Landlord

Landlord Please Note:

- 1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- 2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Appendix 3 – Example tenancy agreement

All information supplied in Sections 2 and 3 of the Section 48 Notice and Sections 2, 3, 4, 5, 6, 7, 10, Execution page and Annexure – Manufacturers' Manuals or Written Instructions is for example purposes only. These details are to be negotiated between Producer and Supplier, on behalf of the owner of the Property, and the tenant. All information supplied in Section 1 of the Section 48 Notice and Sections 1, 8, 9, Terms and Conditions and Annexure A is non-negotiable.

Section 48 Notice

This notice is to be retained by the Tenant

Weeks & Macklin



Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

1. AGENT: Company Name/Legal Entity:

Maxjem Holdings Pty Ltd t/as Weeks & Macklin Real Estate

Company Representative: Weeks & Macklin

Street 1: 173 Main North Road

Suburb: Nailsworth

State: SA

Postcode: 5083

ABN (if applicable): 78 624 548 634

RLA No: RLA286389

Telephone: W: 08 8422 5333

M:

F: 08 8422 5399

Email: sales@weeksmacklin.com.au

Address for service of documents if different to above:

2. LANDLORD: Full Names:

Elmer Fudd

Address for service of documents as below.

Street 1: 144 Wabbit Road

Suburb: Paradise

State: SA

Postcode: 5075

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb:

State:

Postcode:

3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb:

State:

Postcode:

ABN (if applicable):

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule

Weeks & Macklin



This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

1. AGENT: Company Name/Legal Entity: Maxjem Holdings Pty Ltd t/as Weeks & Macklin Real Estate

Company Representative: Weeks & Macklin

Street 1: 173 Main North Road

Street 2:

Suburb: Nailsworth

State: SA

Postcode: 5083

ABN (if applicable): 78 624 548 634

RLA No: RLA286389

Telephone: W: 08 8422 5333

F: 08 8422 5399

M:

Email: sales@weeksmacklin.com.au

The Agent consents to the above email address being used for the purposes of service under the Act.

2. LANDLORD: Full Name(s): Elmer Fudd

Street 1: 144 Wabbit Road

Street 2:

Suburb: Paradise

State: SA

Postcode: 5075

ABN (if applicable):

3. TENANT: Full Name(s): Bugs Bunny

Email: ilovecarrots@gmail.com

The Tenant consents to the above email address being used for the purposes of service under the Act.

4. PREMISES:

Street 1: 142 Wabbit Road

Street 2:

Suburb: Paradise

State: SA

Postcode: 5075

5. TERM:

Fixed: Commencement Date: 05 / 09 / 2019 End Date: 04 / 09 / 2020

Periodic: Commencement Date: / / and continues until terminated in accordance with this Agreement

6. RENT:

Amount: Words: Three Hundred and Sixty Five Dollars Only

\$ 365.00

Per (period): Week

Payable in advance: Weekly Fortnightly Calendar monthly

Payments: First Payment of \$ 730.00 on 05 / 09 / 2019 with the

next payment of \$ 365.00 on 19 / 09 / 2019

and thereafter: \$ 365.00 on the Thursday of each Week

Payment Direct Debit Bank Deposit Book Internet Transfer Rent Card

Method: Bank Cheque Other

Note: Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule

Weeks & Macklin



7. BOND

Words:

\$ 2190.00

8. OUTGOINGS: (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment

9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord) Tenant

10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

Pets Approved: (Clause 3.2.11)

No

Yes

Details:

Repair Instructions:

Always contact Agent

Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Schedule

Weeks & Macklin
REAL ESTATE



Additional Conditions:

N/A As detailed below See annexure

1. All rents are to be paid in advance. Any bank fees incurred due to dishonored payments will be the responsibility of the Tenant. EFT, cash and direct debit payments are to be made to:

Acc Name: Maxjem Holdings Pty Ltd - Rental Trust Account
BSB: 185 300
Acc No: 304438153
Reference: please use your mobile as the reference

2. The in-going Tenancy Inspection Sheets must be checked thoroughly and any comments are to be added and then you must sign and date the Inspection Sheets and return to the office within 14 days of occupation. If the sheets are not returned then the original copy in the office will apply.

3. All maintenance issues should be reported by emailing rentals@weeksmacklin.com.au stating the address of the property and details of the maintenance required so that accurate records are maintained and the maintenance can be completed efficiently. Failure to report maintenance promptly could cause further damage to a property which may result in you, as the tenant, incurring the extra cost of repairs.

4. It is the tenant's responsibility to arrange electricity, gas and telephone connections at the property in your own name. We can offer assistance via our business partners who offer a free service just complete the form.

5. It is the tenant's responsibility to insure their own contents as the Landlords insurance policy covers the building and its fixtures and fittings only. We strongly recommend that you take out contents insurance cover prior to your tenancy commencement date.

6. It is requested that smoking be done outside the premises at all times.

7. There are no nails, blu tac, sticky adhesive to be used on walls, ceilings, doors or door frames unless written permission has been given by the landlord.

8. We recommend that tenants use a chopping board on kitchen benchtops to avoid any knife cuts and damage.

9. No motor vehicles are to be parked on the lawns/gardens and must always be parked on the driveway, garage or carport only.

10. Driveways, pathways and garage floors are to be kept free of oil stains and grease.

11. All air-conditioner filters and vents are required to be cleaned on a regular basis (every 6-8 weeks)

12. If the smoke alarm battery becomes flat (beeping) please notify the office immediately so that a new battery can be issued.

13. Payment of water charges must be made within 14 days of receiving the account, or the office must be contacted within the 14 day period to arrange a suitable payment plan. Payment can be made using the same bank account details used for rent but noting the word water after your reference number.

14. The Tenant will be issued with a set of keys at the beginning of the lease and if the keys happen to be lost then the tenant is responsible, at their own expense, to have another set cut from our master set.

15. If a Tenant loses a remote control for the garage, air conditioner or shutters the replacement of same will be at the cost of the Tenant.

16. The property will have routine inspections conducted on a regular basis and the tenant will be notified in writing of the date of the inspection. This notice will be no less than 7 days and no more than 14 days prior to the date of the inspection that will be carried out by your property manager. It is not a requirement for the tenant to be home for the inspection as your property manager can access the property with the master keys. With all routine inspections we will take some photos in relation to maintenance items and general repair of the property ensuring at all times that your privacy is protected.

17. For a Tenant not wishing to renew their tenancies it is a requirement that all tenancies must be terminated in writing with the appropriate notice of 28 days given to the Agent.

18. If the Tenant terminates their Residential Tenancy Agreement before the expiry date, they will be responsible for paying rent until a new tenant moves into the property. Other charges that the tenant will be responsible for are, a portion of your landlords re-letting fee and advertising expenses in accordance with the Residential Tenancies Tribunal formula, cost of changing locks should keys not be returned, cleaning (if required) and the final water account.

19. The Tenant understands that failure to meet your obligations under the Tenancy Agreement will mean that your name will be lodged with TICA (Tenancy Information Centre Australia) in accordance with the Residential Tenancies Act.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Terms and Conditions

Weeks & Macklin
REAL ESTATE



1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
 - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
 - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
 - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
 - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
 - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
 - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
 - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Terms and Conditions

Weeks & Macklin



- 3.2.10 install any air-conditioning unit on or in the Premises;
 - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
 - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
 - 3.2.13 place any advertisement, notice or sign on or in the Property;
 - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
 - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
 - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
 - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
 - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
 - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
 - 3.3.5 use any communal laundry outside the times set by the Corporation.

4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
- 5.1.1 provide the Property in a reasonable state of cleanliness;
 - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
 - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
 - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
- 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
 - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 5.4.1 the rent will be increased to \$ per on / / ;
and to \$ per on / / ; or
- 5.4.2 the rent increase can be calculated by the following method (set out details):
-

6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Terms and Conditions

Weeks & Macklin



7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS

Initials not required if using electronic signature

Residential Property Tenancy Agreement: Execution Page

Weeks & Macklin



EXECUTED AS AN AGREEMENT

Dated this Day of 2019

The Tenant(s) acknowledge receipt of:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Section 48 Notice | <input checked="" type="checkbox"/> Keys (Number <input type="text" value="5"/>) |
| <input checked="" type="checkbox"/> A copy of this Agreement | <input checked="" type="checkbox"/> Remote control devices (Number <input type="text" value="1"/>) |
| <input checked="" type="checkbox"/> Information Brochure (<i>Residential Tenancies Act 1995</i>) | <input type="checkbox"/> Strata Articles |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies) | <input type="checkbox"/> Community Title By-laws |
| <input checked="" type="checkbox"/> Manufacturers' Manuals – refer Annexure | <input type="checkbox"/> Statutory Notice for Short Term Tenancy |
| <input type="checkbox"/> Additional fees and charges - refer Annexure | <input type="checkbox"/> Other <input type="text"/> |
| <input checked="" type="checkbox"/> Additional Conditions Annexure | <input type="checkbox"/> Other <input type="text"/> |

SIGNED by the TENANT(s):

Tenant: _____

Full Name (Print)

SIGNED by the TENANT(s):

Tenant: _____

Full Name (Print)

Tenant: _____

Full Name (Print)

Tenant: _____

Full Name (Print)

SIGNED by or on behalf of THE LANDLORD

_____ Agent as authorised Landlord

Full Name (Print)

Note:

- REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

Residential Property Tenancy Agreement: Annexure - Manufacturers' Manuals or Written Instructions



Manufacturers' manuals or written instructions for domestic facilities requiring instructions provided to the tenant before or at the time the tenant commences occupation of the premises

Tenant acknowledges receipt of manual or instructions

Facility

Model/Name (if applicable)

Oven

Westinghouse 90cm Dual Fuel Freestanding Cooker

INITIALS

Initials not required if using electronic signature

ANNEXURE A - RESIDENTIAL PROPERTY TENANCY AGREEMENT

000001456656

Weeks&Macklin



*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

ITEM	DESCRIPTION:
Item 6	<p>Weeks & Macklin Nailsworth has a Zero Tolerance Rent Arrears Policy</p> <p>If you receive Centerlink payments you have the option to register with Centrepay to have your rent taken directly from your benefit.</p> <p>In accordance with the Residential Tenancies Act if your rent falls behind 14 days, a Form 2 - Termination Notice will be issued allowing seven days to rectify the breach. If you do not rectify the breach within this time frame your details will be automatically placed on the default tenancy register. Once on this register you will receive an unsatisfactory rental reference from us.</p> <p>Failure to rectify the breach from a Form 2 will proceed to a hearing at the Residential Tenancies Tribunal. This will result in costs of hearing on charged to you. This may also result in lock change and eviction.</p> <p>If you are having difficulties with your rent it is vital that you contact the office prior to falling into arrears.</p>

INITIALS

Initials not required if using electronic signature