

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

## Part 1 Tenancy details

**Item 1** **1.1 Lessor**  
Name/trading name **CARTWRIGHT PROPERTY GROUP ON BEHALF OF THE LESSOR**

Address

C/O 165 Long Street East, Graceville QLD

Postcode **4075**

**1.2** Phone Mobile Email  
07 3373 5800 info@cartwrightpg.com.au

**Item 2** **2.1 Tenant/s**

Tenant 1 Full name/s

Phone Email

Tenant 2 Full name/s

Phone Email

Tenant 3 Full name/s

Phone Email

**2.2 Address for service (if different from address of the premises in item 5.1)** Attach a separate list

**Item 3** **3.1 Agent** If applicable. See clause 43

Full name/trading name **Cartwright Property Group Pty Ltd**

Address

165 Long Street East

GRACEVILLE

QLD

Postcode **4075**

**3.2** Phone Mobile Email  
07 3373 5800 info@cartwrightpg.com.au

**Item 4** **Notices may be given to**  
(Indicate if the email is different from item 1, 2 or 3 above)

**4.1 Lessor**

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

**4.2 Tenant/s**

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

**4.3 Agent**

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

**Item 5** **5.1 Address of the rental premises**

2106/21 Elizabeth Avenue

Broadbeach Qld

Postcode **4218**

**5.2 Inclusions provided.** For example, furniture or other household goods let with the premises. Attach list if necessary

SEE ENTRY CONDITION REPORT

**Item 6** **6.1 The term of the agreement is** ☒ fixed term agreement ☐ periodic agreement

**6.2 Starting on** / / **6.3 Ending on** / /

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6



Item 7 Rent \$ 660.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the DUE DATE day of each FORTNIGHT  
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)

DEFT, BPAY with DEFT reference

Details for direct credit

BSB no. N/A Bank/building society/credit union N/A

Account no. N/A Account name N/A

Payment reference

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

DEFT Payment System or BPAY

Item 11 Rental bond amount \$ 2,640 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No Any other service that a tenant must pay ☒ Yes ☐ No  
Gas ☒ Yes ☐ No Type See special terms (page 8)  
Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1 N/A  
Gas N/A See special terms (page 8)  
Phone N/A

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity N/A

Gas N/A

Phone N/A

Any other service stated in item 12.1 See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises ☐ See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☒ Yes ☐ No  
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

Item 17 17.1 Pets approved ☐ Yes ☒ No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)

Type Number Type Number

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

Plumbing repairs CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

Other CARTWRIGHT PROPERTY GROUP Phone 07 3373 5800

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.  
*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.  
*Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).*Note* - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place -*

- the lessor's address for service
- the lessor's agent's office

#### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

*Note* - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

## 11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement - before the term ends.

## 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note* - For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
  - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments - by instalments; or
  - (c) otherwise - when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example* - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note* - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after -
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples* -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* - Section 165(3) limits the amount the tenant must pay.

### 17 Water service charges - ss 164 and 166W

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).

*Note* - For details about water efficiency, see the information statement.

- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -  
**water consumption charge** for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or

*Examples of things that may constitute a nuisance -*

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.

*Note* - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations - s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.



*Examples of terms -*

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
- (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

## **28 Supply of locks and keys - s 210**

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
- (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

## **29 Changing locks - ss 211 and 212**

- (1) The lessor or the tenant may change locks if -
- (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse -*  
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
- (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

## **Subdivision 4 Damage and repairs**

### **30 Meaning of emergency and routine repairs - ss 214 and 215**

- (1) **Emergency repairs** are works needed to repair any of the following -
- (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

## **31 Nominated repairer for emergency repairs - s 216**

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
- (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

## **32 Notice of damage - s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
- (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

## **33 Emergency repairs arranged by tenant - ss 218 and 219**

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

## **Division 7 Restrictions on transfer or subletting by tenant**

### **34 General - ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

### **35 State assisted lessors or employees of lessor - s 237**

- (1) This clause applies if -
- (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## **Division 8 When agreement ends**

### **36 Ending of agreement - s 277**

- (1) This agreement ends only if -
- (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* - See the information statement for details.

### **37 Condition premises must be left in - s 188(4)**

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear -*

- wear that happens during normal use
- changes that happen with ageing

### **38 Keys**

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### **39 Tenant's forwarding address - s 205(2)**

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### **40 Exit condition report - s 66**

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.  
*Example of what might be as soon as practicable* - when the tenant returns the keys to the premises to the lessor or the lessor's agent  
*Note* - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### **41 Goods or documents left behind on premises - ss 363 and 364**

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## **Division 9 Miscellaneous**

### **42 Supply of goods and services - s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* - See section 164 for what is a service charge.

### **43 Lessor's agent**

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### **44 Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

### Part 3 Special terms

Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

1. Once official notice of intention to leave, or notice to leave has been issued/received by the agent, the tenant/s agree to allow the agent to perform two 10 minute prospective tenant inspections each week. Dates and times to be advised.
2. Tenant/s agree to maintain and clean the filters of the following appliances during their tenancy as required and also as part of their vacating procedure if the identified appliance/s is/are located at the property: clothes dryer; dishwasher, air conditioner/s.
3. In accordance with section 91 of the Residential Tenancies & Rooming Accommodation Act 2008 you are hereby advised that the weekly rent amount in respect of the abovementioned premises may increase at the expiration of this tenancy agreement.
4. If the tenant/s lock themselves out of the unit they will be required to arrange a locksmith to attend at their cost.

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

#### Signature of lessor/agent

Name/trading name

CARTWRIGHT PROPERTY GROUP

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 1

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 2

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /

#### Signature of tenant 3

Print name

Signature

Date / /

#### in the presence of (witness)

Print name

Witness signature

Date / /



# Special Terms

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

## 45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

## 46 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
  - (a) not do anything that might block any plumbing or drains on the premises;
  - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
  - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
  - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
  - (e) keep the premises free from pests and vermin;
  - (f) keep the walls, floor, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
  - (g) not intentionally or negligently damage the premises and inclusions;
  - (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
  - (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
  - (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
  - (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.
- (2) The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -
  - (a) If the carpets were professionally shampooed or steam cleaned at the start of the tenancy, having the carpets shampooed or steam cleaned:
    - (i) to the same standard they were in at the start of the tenancy, fair wear and tear excepted on the last day of the occupancy; and
    - (ii) giving the lessor or lessor's agent a copy of the relevant carpet cleaner's receipt or other relevant evidence to demonstrate that the tenant has complied with this requirement; and
    - (iii) giving the lessor or lessor's agent a copy of any professional carpet cleaner's receipt;
    - (iv) if birds or animals have been kept at the premises, to pay for the premises to be fumigated and deodorised by a professional fumigator.
  - (b) repairing the tenant's intentional or negligent damage to the premises or inclusions;
  - (c) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
  - (d) removing rubbish;
  - (e) replacing inclusions (fair wear and tear excepted);
  - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
  - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.
- (3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

## 47 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
  - (a) replacing the key, access keycard or remote control; and
  - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

## 48 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant -

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and
- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

## Special Terms *continued...*

*These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.*

### 49 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 50 Lessor's insurance

- (1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.
- (2) The lessor may claim from the tenant -
  - (a) any increase in the premium of the lessor's insurance; and
  - (b) any excess on claim by the lessor on the lessor's insurance; and
  - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

### 51 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

### 52 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period:
    - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
    - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

*Note:* In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
  - (a) at least once every 12 months; or
  - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period.

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with Section 188 of the Act.

### 53 Portable pool obligations

- (1) The tenant must -
  - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
  - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
  - (a) Maintain and repair the portable pool at the tenant's own expense;
  - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
  - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
  - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with clause 53(1) and 53(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

**SCHEDULE C BY-LAWS**

The by-laws in schedule 4 of the Act will not apply to the Scheme and the following by-laws will apply.

**1. Interpretation**

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.  
Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.  
Reference to the whole includes any part of the whole.
- (b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.
- Act** means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;
- Approved Storage Device** means a storage device approved by the Committee from time to time.
- Body Corporate** means the Body Corporate established upon the registration of the Scheme.
- Building** means the building of which the Scheme forms part.
- By-law** means these By-laws or any specified part of them.
- Cable Television** means any form of electronic signal that converts to a visual image.
- Caretaker** means the person or corporation that has entered into, or is to enter into, the Caretaking and Letting Agreement. If there is no such person, the Committee may nominate a person as a Caretaker for the purposes of these by-laws.
- Caretaker's Unit** means any Lot that may be nominated, from time to time, in writing by the Caretaker to the Body Corporate.
- Caretaking and Letting Agreement** means the agreement entered into, or to be entered into, between the Caretaker and the Body Corporate under which the Caretaker is required, amongst other things, to keep the Common Property in good order. It includes any agreement that replaces or extends a previous agreement.
- Common Property** means the common property in the Scheme.
- Committee** means the Committee of the Body Corporate appointed pursuant to the Act.
- Co-ordinator** means the Occupier of the Caretaker's Unit.
- Executive Lounge** means that part of the Common Property called *Executive Lounge* used by Owners and Occupiers as a lounge area.
- Garbage** includes material to be recycled.
- Home Occupation** means the use of the relevant Lot as professional offices to provide consulting services or information technologies or as a mail order business, or such other lawful use as the Committee decides but in no circumstances does this allow the relevant Lot to be used to provide real estate agency services.
- Lot** means a Lot in the Scheme.
- Occupation Authority** means the occupation authority contained in Clause 20 of the Caretaking and Letting Agreement.
- Original Owner** has the meaning given to it in the Act.
- Owner** and **Occupier** have the meanings given to them in the Act.
- Person** includes a company.
- Recreation Areas** means all improvements on the Common Property used for, or intended to be used for, recreation and/or leisure activities including any swimming pools and tennis courts.
- Scheme** means The Oracle Tower 2 CTS 41740.
- Scheme Land** means all the land contained in the Scheme.
- Secretary** means the Secretary of the Body Corporate.

**2. Use of Lot**

- (a) Subject to (c), each Lot will be used for residential purposes only, or, if permitted by the local government, for a Home Occupation (and then only in accordance with the relevant laws and rules of the local government).
- (b) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) The Caretaker's Unit may be used for any of the following purposes:-
- (i) residential;
  - (ii) management (including the letting of Lots);
  - (iii) commercial purposes; and
  - (iv) any lawful purpose.

**3. Noise**

- (a) An Owner or Occupier of a Lot shall not upon the Scheme create any noise likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common Property.
- (b) The Occupier of a Lot must not hold or permit to be held any social gathering in the Lot which would cause any noise which unlawfully interferes with, the peace and quietness of any other Owner or Occupier of a Lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979.
- (c) In the event of any unavoidable noise in a Lot at any time the Occupier of that Lot shall take all practical means to minimise annoyance to other Owners or Occupiers of Lots by closing all doors, windows and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- (d) Guests leaving after 10.00 pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when the Occupier of a Lot returns to the Lot late at night or early morning hours.

**4. Obstruction**

An Owner or Occupier of a Lot shall not obstruct lawful use of Common Property by any person, and shall not:

- (a) Interfere with or obstruct the Caretaker from performing the duties or exercising the rights of the Caretaker under a Caretaking and Letting Agreement; or
- (b) Interfere with or obstruct the Caretaker from using any part of the Common Property designated by the Body Corporate for use by the Caretaker.

**5. Damage to Lawns etc. on Common Property**

An Owner or Occupier shall not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) Except with consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

**6. Damage to Common Property**

An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-Law does not prevent an Owner or person authorised by him from installing:

- (a) Any locking or other safety device for the protection of his Lot against intruders; or
- (b) Any screen or other device to the internal of his Lot to prevent entry of animals or insects upon his Lot.

However that any such device must be constructed in a workman-like manner, maintained in a state of good and serviceable repair by the Owner, not detract from the amenity of the Scheme and be consistent with the architectural theme of the Building.

**7. Owner not to litter**

The Owner or Occupier of a Lot shall not throw or allow to fall or permit to suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Scheme. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Owner of the Lot.

**8. Depositing Rubbish, etc. on Common Property**

An Owner or Occupier of a Lot shall not deposit or throw upon the Common Property, any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

**9. Vehicles**

Except where a By-Law authorises him so to do, an Owner or Occupier of a Lot shall not park or stand any motor or other vehicle upon Common Property other than in the areas provided except with the prior consent in writing of the Body Corporate

**10. Aerials**

Outside wireless and television aerials may not be erected without written permission of the Committee.

**11. Rules for Use of Recreation Areas**

- (a) All Owners or Occupiers of Lots when making use of the Recreation Areas must ensure:-
- (i) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
- (ii) that children below the age of sixteen (16) years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;

- (iii) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
  - (iv) they book the relevant Recreation Area through any reservation system provided by the Caretaker;
  - (v) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion;
  - (vi) alcoholic beverages must not be consumed in or around the pool;
  - (vii) food, glass, breakable items and pets must not be brought into the pool area;
  - (viii) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
  - (ix) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas;
  - (x) they do not use the Recreation Areas between the hours of 10.00 pm and 7.00 am or such other lawful hours as agreed to by the Committee and the Caretaker;
  - (xi) they use any plant and equipment in accordance with directions or instructions given by the Committee or the Caretaker.
- (b) All Owners or Occupiers of Lots acknowledge that the Recreation Areas are subject to an Occupation Authority and the Caretaker has the right to operate a reservation system.

**12. Behaviour of Invitees**

- (a) The Owner or Occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (b) The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or body corporate asset when the damage is caused by such Owner or Occupier or their invitees.
- (c) The Owner of a Lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other Occupier of the Lot or their invitees comply with the provisions of the By-Laws.
- (d) The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot shall be observed not only by the Owner or Occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.

**13. Appearance of Building**

Except as may be otherwise expressly provided for in these By-laws, an Owner or Occupier of a Lot shall not, except with the prior consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article, item or object (for example, a satellite dish) or display any sign, resale sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property or of his Lot in such a way as to be visible from any other Lot, the Common Property or outside of the Scheme, nor shall he do anything else whatsoever to alter the external appearance of any Lot or any part of the Common Property.

**14. Storage of flammable liquids, etc**

- (a) An Owner or Occupier of a Lot shall not, except with the prior consent in writing of the Body Corporate, use or store upon his Lot or upon the Common Property, any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material 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.
- (b) An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall invalidate, suspend or increase the premium for any policy of insurance on the Scheme or any property on the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the Scheme or any property on the Scheme or the regulations or ordinances of any public authority for the time being in force.

**15. Garbage Disposal**

An Owner or Occupier of a Lot shall:

- (a) Except where the Body Corporate provides some other means of disposal of Garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition an adequately covered receptacle for Garbage;
- (b) Comply with all local authority By-Laws and ordinances relating to the disposal of Garbage;
- (c) Ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by his disposal of Garbage.
- (d) Comply with all reasonable directions of the Caretaker in relation to the disposal of recyclable Garbage.



**16. Keeping of Animals**

Subject to Section 181(1) of the Act, an Owner or Occupier of a Lot shall not, without the prior approval in writing of the Committee, bring or keep any pet or animal upon his Lot or the Common Property.

**17. Structural alterations**

No structural alteration shall be made to any Lot (including any alteration to gas, water, electrical installation or work for the purpose of enclosing in any manner whatsoever the balcony of any unit and including the installation of any air conditioning system) without the approval in writing of the Body Corporate. The Body Corporate may request certificates, plans or other information from an engineer or other qualified person prior to considering any request for structural alteration.

**18. Windows and glass**

Windows shall be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

**19. Water Wastage**

An Owner or Occupier shall ensure that all water taps in his unit are properly turned off after use.

**20. Water Apparatus**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by his own actions or those of members of his household or his servants or agents or guests.

**21. Repairs**

All repairs to Lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the Lots.

**22. Infectious Diseases**

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot the Owner of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**23. Notice of accident to be given**

An Owner or Occupier shall give the Committee prompt notice of any accident to or default in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said Building as often as may be necessary.

**24. Keeping Lots clean**

All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

**25. Curtains/Shutters**

- (a) An Owner shall not hang curtains or other window coverings (together called **Coverings**) visible from outside the Lot unless they have a backing of, or are such colour and design, as shall be approved by the Committee. An Owner or Occupier shall not install, renovate and/or replace Coverings without having the colour and design of same approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that Coverings used in all Lots presents a uniform appearance when viewed from outside the Scheme.
- (b) (i) Owners and Occupiers must keep any aluminium louvre shutters on their Lot regularly cleaned and maintained so that they are kept in good condition and working order.
- (ii) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this by-law 25(b)(i), then the Body Corporate, and persons authorised by it, may enter upon the Lot for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

**26. Construction/Sale of Lots**

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled:
- (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;

- (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (iv) to use the Common Property or other Lots in the Scheme to:
  - (A) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
  - (B) store building materials, vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners, of their Lots and the Common Property.
- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

**27. Illegal use of Lots prohibited**

An Owner or Occupier of a Lot shall not use his Lot for any purpose which may be illegal or injurious to the reputation of the Scheme. An Owner or Occupier of a Lot must, at the cost of the Owner or Occupier, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any relevant authority.

**28. Instructions to contractors**

No Owner or Occupier of a Lot will give any instructions to body corporate contractors. All requests are to be submitted in writing to the Caretaker or Secretary of the Body Corporate.

**29. Auction Sales**

An Owner of a Lot must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This by-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this by-law).

**30. Committee to be permitted to enter**

Upon one (1) days notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner in cases where such leakage or defect is due to any act or default of the said Owner or his tenants, guests, servants or agents). If not so permitted they may effect any entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier as is reasonable in the circumstances.

**31. Committee may employ**

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities duties and functions of the Body Corporate.

**32. Recovery by Body Corporate**

Where the Body Corporate expends money or pays any fines (including false alarm fees) (**Recovery Amount**) to make good damage caused by a breach of the Act or of these By-Laws by any Owner or Occupier or the tenants, guests, servants, employees, agents, children invitees or licensees of the Owner or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot. Any such Recovery Amount shall be an amount payable to the Body Corporate in respect of the Lot for the purpose of s97(3) of the Body Corporate and Community Management (Accommodation Module) Regulation 1997.

**33. Recovery of legal costs**

- (a) An Owner shall pay on demand the whole of the Body Corporate's cost and expenses (including Solicitor and own client costs and any goods and services tax related to the costs and expenses) (**Amount**) in connection with:
  - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;
  - (ii) all legal or other proceedings concluding in favour of the Body Corporate taken by or against an Owner or the lessee or Occupier of a Lot.
- (b) The Amount shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If an Owner fails to pay any such costs upon demand, the Body Corporate may:
  - (i) take action for the recovery of those costs in a Court of competent jurisdiction; and/or
  - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) The Amount shall be an amount payable to the Body Corporate in respect of the Lot for the purpose of s97(3) of the Body Corporate and Community Management (Accommodation Module) Regulation 1997.
- (e) In this By-Law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

**34. Security of Lots**

All doors and windows to Lots shall be securely fastened on all occasions when the Lots are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

**35. Security**

- (a) All security equipment (including video surveillance cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme, shall be and remain the property of the Body Corporate.
- (b) The Caretaker shall operate and monitor the video surveillance system (if any), and for that purpose the Caretaker shall have the special right to use such parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- (c) In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make claim for compensation or damages) in the event of a failure of all or any of the security systems on the Scheme to operate in the manner in which they are intended. where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one days notice expect in the case where the circumstances require immediate entry, when no notice is required) and attend to the maintenance, repair and replacement of the security equipment,

**36. Restricted Access Area**

- (a) Any areas of the Common Property used for:
  - (i) electrical substations, switchrooms, or control panels; and
  - (ii) fire service control panels; and
  - (iii) telephone exchanges; and
  - (iv) other services to the Lots and Common Property (or either of them)may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

**37. Security Keys**

- (a) If the Committee in the exercise of any of its powers under these By-laws restricts the access of Owners or Occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charges and thereafter may at its discretion make additional numbers available to Owners upon payment of such reasonable charge as may be determined from time to time by the Committee.
- (b) An Owner of a Lot to whom any key or operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any Occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Occupier) to ensure return thereof to the Owner or the Body Corporate upon the Occupier ceasing to be an Occupier;
- (c) An Owner of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced. Any costs regarding the replacement or supply of additional keys shall be borne by that Owner or Occupier.

**38. Bulk supply of electricity or other utility services**

- (a) The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this by-law will apply.

- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:
  - (i) the price paid by the Body Corporate for the electricity or the other service; and
  - (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:-
  - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/ or
  - (ii) disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other service as a guarantee against non-payment of accounts for the supply of reticulated electricity or other service.
- (l) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

**39. Tenants to have Notice of By-Laws**

A copy of these By-Laws (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

**40. Observance of By-Laws**

The duties and obligations imposed by these By-Laws on an Owner of a Lot shall be observed not only by the Owner but by the Owner's tenants (or Occupiers of the Owner's Lot) guests, servants, employees, agents, children, invitees and licensees.

**41. Notices**

An Owner or Occupier of a Lot shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

**42. PABX Cabling**

Should the Caretaker provide a PABX system for the Scheme then, insofar as may be reasonably necessary to facilitate operation of the system, the Caretaker shall be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in a manner satisfactory to the Committee.

**43. Hard Flooring**

- (a) An Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (**Works**) unless the Occupier has first obtained the written approval of the Committee.
- (b) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:
  - (i) The Weighted Standardised Impact Sound Pressure Level (L<sub>ntw</sub>) of the Works when completed must not be more than 50.
  - (ii) Following the installation of the Works, the Occupier must at its cost have the L<sub>ntw</sub> determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
  - (iii) Where the L<sub>ntw</sub> of the completed Works is more than the level detailed in paragraph (b)(i), the Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any

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necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(ii) must again be complied with by the Occupier.

- (iv) Where the Works are installed and the Lntw complies with the requirements of paragraph (b)(i) and any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Works and the Occupier will be liable for any increase in premium as a result of the installation of the Works.
- (c) An Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.
- (d) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Occupier of his or her responsibility under any other By-Laws.
- (e) If an Occupier fails to comply with the terms of this by-law, then an Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.

**44. Fire Control**

- (a) An Owner or Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of any emergency, and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate:
  - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
  - (ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
  - (iii) take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

**45. Rules Relating to Common Property**

The Committee may make rules relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**46. Access to Meters**

If a Lot contains a meter and/or switchboard, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

**47. Exclusive Use Area – Car Park**

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 47 – Car Park** are entitled to the exclusive use of that part of the Common Property (**Car Space**) which is identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of Car Spaces to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading **By-law 47 – Car Space** and this by-law will attach to the relevant Lots identified in Schedule E.
- (c) The following conditions apply to the exclusive use granted under this by-law.
  - (i) the Car Space must only be used for the purpose referred to in Schedule E;
  - (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Car Space clean and tidy. Where any repairs or cleaning are required to the Car Space due to its use by the Owner or Occupier or persons authorised by them (for example, oil stains), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations and by law 47(c)(iii), the Body Corporate must carry out its duties in relation to the Car Space;
  - (iii) an Approved Storage Device may be installed by the Occupier or Owner in the relevant Car Space but only in accordance with the rules specified by the Committee and any applicable law only if approved in writing by the Body Corporate. Any items stored in the Car Space must be stored in an Approved Storage Device. The Owner is solely liable for all costs related to the Approved Storage Device;
  - (iv) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.
- (d) An Occupier of a Lot must not park any motor vehicle, motor bike or similar thing upon the Common Property unless the exclusive use of that part of the Common Property has been allocated to that Lot for that purpose.
- (e) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 47, then the Body Corporate, and persons authorised by it, may enter upon the Car Space for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.



**48. Exclusive Use Area – Storage**

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 48 – Storage** are entitled to the exclusive use of that part of the Common Property (**Storage Area**) which is identified in Schedule E.
- (b) The Original Owner is authorised to allocate the exclusive use of that part of the Common Property to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading **By-law 48 – Storage** and this by-law will attach to the relevant lots.
- (c) The following conditions apply to such use:-
  - (i) the Storage Area must only be used for the purpose referred to in Schedule E;
  - (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Storage Area clean and tidy and pay for any maintenance related to it (for example, any door or gate to the Storage Area). Where any repairs are required to the Storage Area due to its use by the Owner or Occupier (or persons authorised by them), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations, the Body Corporate must carry out its duties in relation to the Storage Area;
  - (iii) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Storage Area for any proper purpose.
- (d) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 48 then the Body Corporate, and persons authorised by it, may enter upon the Storage Area for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

**49. Exclusive Use Area – Wine Lockers**

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 49 – Wine Lockers** are entitled to the exclusive use of that part of the Common Property (**Wine Locker**) which is identified in Schedule E
- (b) The Wine Lockers will be located in the Executive Lounge.
- (c) The following conditions apply to such use:-
  - (i) the Wine Lockers must only be used for storage of alcoholic and non-alcoholic beverages;
  - (ii) the Occupiers of Lots will be provided with one key to the relevant Wine Locker and the Body Corporate will hold a duplicate copy;
  - (iii) the Owner and Occupier are jointly and severally liable to keep the relevant Wine Locker clean and tidy and pay for any maintenance related to it (for example, any door affixed to the Wine Locker). Where any repairs are required to the Wine Locker due to its use by the Owner or Occupier (or persons authorised by them) (except where the repairs are related to normal and reasonable use), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations, the Body Corporate must carry out its duties in relation to the Wine Locker;
  - (iv) the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Wine Locker for any proper purpose.
- (d) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 49 then the Body Corporate, and persons authorised by it, may enter upon the Wine Locker for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

**50. Exclusive Use Area – Lift (Penthouse Purposes)**

- (a) The Occupiers of Lots mentioned in Schedule E under the heading **By-law 50 – Lift (Penthouse Purposes)** are entitled to the exclusive use of that part of the Common Property (**Penthouse Lift**) which is identified in Schedule E.
- (b) The following conditions apply to such use:-
  - (i) the Penthouse Lift must only be used for the purpose referred to in Schedule E;
  - (ii) the Benefited Owners are liable to:
    - (A) keep the Penthouse Lift clean and tidy, in good repair and condition and properly maintained;
    - (B) ensure Penthouse Lift maintenance is regularly carried out;
    - (C) perform all the duties of the Body Corporate in respect of the Penthouse Lift including ensuring that the Penthouse Lift are maintained to a standard commensurate to the standard of other facilities on the Common Property.
  - (iii) subject to 50(b)(v), the relevant Owner and Occupier allowing the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Penthouse Lift for any proper purpose;
  - (iv) the Benefited Owners must contribute to all costs and expenses associated with the Penthouse Lift within 30 days of written demand from the Body Corporate. Such costs will be apportioned between the Benefited Owners based on the contribution lot entitlement of the Benefited Lots they own as a proportion of the total contribution lot entitlement of all the Benefited Lots;

- (v) If the Body Corporate, the Committee or its properly appointed agents or lessee intend to use the Penthouse Lift to move equipment or material of a significant size and nature (*Equipment*) the Body Corporate, the Committee or the agent shall first ensure Equipment is adequately protected to avoid damaging the Penthouse Lift. Any damage to the Penthouse Lift caused by the Equipment must be promptly made good by the Body Corporate at its cost.
- (c) If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this By-law 50 then the Body Corporate, and persons authorised by it, may enter upon the Penthouse Lift for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.
- (d) In this By Law:
- (i) **Benefited Owners** means the Owners of the Lots to which this By-law 50 attaches;
- (ii) **Benefited Lots** means the Lots to which this By-law 50 applies.
- 51. Automatic Pool Cleaner**
- The Occupier of any Lot must not use any automatic pool cleaner in the pool or spa in the relevant Lot which generates noise that can be heard from other Lots. For example, a barracuda or kreepy krawly.
- 52. Access over Lots**
- (a) The Committee may authorise a person to enter a Lot and remain on that Lot for the purpose of Maintaining anything which can only be reasonably accessed from that Lot. For example, if the windows forming part of the Common Property can only be accessed from a Lot, this By-Law allows such access over that Lot.
- (b) The rights under By-Law 52(a) (including the frequency of the exercise of them) must be exercised reasonably.
- (c) The Committee must provide a minimum of 7 days notice in writing to the owner of a Lot in respect of which the rights under By-Law 52(a) are to be exercised (except in an emergency).
- (d) In this By-Law, **Maintaining** includes maintaining, cleaning, repairing, replacing, renewing and doing any similar things.
- 53. Marketing/Display Unit**
- Despite anything else contained in these By-laws, the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law):-
- (a) can use any Lot in the Scheme as a display unit for the purpose of selling and marketing other Lots in the Scheme.
- (b) can use reasonable methods in selling and marketing Lots in the Scheme, including, without limitation:-
- (i) erecting and maintaining signs on the Scheme Land;
- (ii) the use of Common Property;
- (iii) allowing people to pass over the Common Property to and from any Lot in the Scheme without restriction. For that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate during marketing/display unit hours.
- 54. Special Rights – Building Levels**
- (a) Occupiers and Owners of Lots on each level of the Building will have the special right over that part of Common Property consisting of the foyers on their respective levels (**Special Areas**) so that a security and access control system can ensure that only Authorised Persons may access that level.
- (b) **Authorised Persons** are those who are:-
- (i) Occupiers of a Lot on the relevant level;
- (ii) invited by an Occupier or Owner of a Lot on the relevant level to visit them;
- (iii) persons maintaining Common Property,
- (iv) the Caretaker; and
- (v) such other persons as the Committee decides, acting reasonably.
- (c) The Body Corporate must carry out its duties (including maintenance and operating duties) in respect of the Special Areas. If there is any doubt about the location or extent of the Special Areas, the determination of the Chairman of the Body Corporate (or his nominee) (acting reasonably) will be final.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

A services location diagram is not required to be included in this Community Management Statement as the Scheme Land will be derived from volumetric lots. The Common Property and all Lots in the Scheme as shown in Schedule A are