



CONTRACT OF SALE

76 HELMS STREET, NEWCOMB VIC 3219

**TERRENCE JOHN SPICER AND JO-ANNE SPICER
(VENDOR)**

TW:22302129

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
PO Box 101 Geelong Vic 3220

T 03 5225 5225

CONTRACT OF SALE OF REAL ESTATE

Part 1 of form of contract published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd

Property Address: 76 Helms Street, Newcomb VIC 3219

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT, YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received -

- A copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER

on

____/____/20____

print name(s) of person(s) signing

state nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

This offer will lapse unless accepted within [10] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

on

____/____/20____

print name(s) of person(s) signing

Terrence John Spicer and Jo-Anne Spicer

state nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

Off-the-Plan contract (Section 9AA(1A) of the *Sale of Land Act 1962*)

- Subject to the limit set by subsection 9AA(1)(b) of the *Sale of Land Act 1962*, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract, up to 10 per cent of the purchase price; and
- A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

PARTICULARS OF SALE
VENDOR'S ESTATE AGENT

Name: **REAL ESTATE GEELONG**
 Address: 52 North Valley Road, Highton VIC 3216
 Telephone: 0419 315 727 Email: emillys@reggroup.au
 Ref:

VENDOR

Name: **TERRENCE JOHN SPICER AND JO-ANNE SPICER** (recorded as "Jo Anne Spicer" on the certificate of title)
 Address: 37 Montpellier Drive, Highton VIC 3216
 Telephone: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **HARWOOD ANDREWS**
 Address: 70 Gheringhap Street, Geelong, Victoria, 3220
 Telephone: 03 5226 8560 Email: twillis@ha.legal
 Ref: Tracy Willis:22302129

PURCHASER

Name:
 Address:
 Telephone: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:
 Address:
 Telephone: Email:
 Ref:

LAND (general conditions 3 and 9)

The land is described in the table below -

Certificate of Title reference Volume 8549 Folio 753	being lot 13	on plan LP53215
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The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is 76 Helms Street, Newcomb VIC 3219

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Electric light fittings, fixed floor coverings and window furnishings (which are included in the price).

PAYMENT (general condition 11)

Price	\$.....	
Deposit	\$.....	on signing of this contract (of which \$..... has been paid)
Balance	\$.....	payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words "**plus GST**" appear in this box:

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If this is a sale of a "farming business" or "going concern" then add the words "**farming business**" or "**going concern**" in this box:

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If the margin scheme will be used to calculate GST then add the words "**margin scheme**" in this box:

////////////////////////////////////

SETTLEMENT (general condition 10)

Settlement is due on ____/____/____

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words "**subject to lease**" appear in this box in which case refer to general condition 1.1:

subject to lease

If "**subject to lease**" then particulars of the lease are:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ *residential tenancy agreement for a fixed term ending on

OR

☒ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending on with options to renew, each of years.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words "**terms contract**" in this box, and refer to general condition 23 and add any further provisions by way of special conditions.

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LOAN (general condition 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

Approval date:

GST WITHHOLDING NOTICE

The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) in relation to this supply of land unless the words "**GST withholding applies**" appear in this box in which case the vendor will provide further details before settlement.

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Unless the words "GST withholding applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth).

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box.

special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are as follows on the next page:

SPECIAL CONDITIONS**1. DEFINITIONS**

Unless the context otherwise requires:

- 1.1. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.2. **Commissioner** means the Commissioner of Taxation.
- 1.3. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.4. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.5. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser pursuant to the Foreign Investment Laws for the purposes of entering into and fulfilling its obligations pursuant to this contract and obtaining a transfer of the land.
- 1.6. **Foreign Investment Laws** means:
 - 1.6.1. the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - 1.6.2. the Banking (Foreign Exchange) Regulations 1959 (Cth); or
 - 1.6.3. any similar law or requirement of a Responsible Authority.
- 1.7. **Form One** means the 'GST property settlement withholding notification form' required to be lodged with the Australian Taxation Office (ATO) by purchasers who are required to withhold an Amount.
- 1.8. **Form Two** means the 'GST property settlement date confirmation' required to be lodged with the ATO by purchasers.
- 1.9. **FRCGW Amount** means an amount payable in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TAA.
- 1.10. **GST Withholding Amount** means the amount the purchaser is required to pay pursuant to section 14-255 of the GST Withholding Legislation;
- 1.11. **GST Withholding Legislation** means Schedule 1 of the TAA as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth).
- 1.12. **Outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the land, and in relation to land tax, means the vendor's liability for land tax with respect to the land.
- 1.13. **Restricted Right** means any:
 - 1.13.1. Claim;
 - 1.13.2. withholding or delayed payment of, or demand of a reduction in, the price;
 - 1.13.3. rescission or attempted termination or repudiation this contract; and
 - 1.13.4. delay or refusal to settle or complete the purchase pursuant to this contract,whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.

- 1.14. **Sale of Land Act** means the Sale of Land Act 1962 (Vic).
- 1.15. **TAA** means Taxation Administration Act 1953 (Cth).
- 1.16. **Vendor's Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.17. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.18. If any part of this contract is void or unenforceable, that part will be severed from this contract and all remaining parts will remain in full force and effect and unaffected by such severance.
- 1.19. Any provision of this contract which is capable of taking effect after completion of this contract will not merge on transfer to the purchaser of the property and will continue in full force and effect.
- 1.20. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.21. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.
- 1.22. An obligation on the part of two or more persons (including a corporation) binds them jointly and severally.

2. VENDOR'S STATEMENT

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist.

3. ENTIRE AGREEMENT

- 3.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 3.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Vendor's Statement are expressly negated and withdrawn.

4. EASEMENTS, PLANNING RESTRICTIONS AND BUILDINGS

- 4.1. The purchaser acknowledges that the property is purchased:
- 4.1.1. subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 4.1.2. subject to any restriction on use or development under any planning schemes affecting the property; and
 - 4.1.3. with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 4.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 4.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation or exercise any Restricted Right in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is

under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

5. CERTAIN GENERAL CONDITIONS EXCLUDED OR VARIED

- 5.1. General Conditions 7 (Release of security interest), 8 (Builders Warranty Insurance) and 24.4 to 24.6 (Loss or damage before settlement) do not apply to this contract.
- 5.2. General Condition 12.1(a)(ii) (Stakeholding) is varied by replacing it as follows:
12.1(a)(ii) if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and
- 5.3. General condition 12 (Stakeholding) is further varied to include the following:
12.4 Where the purchaser is deemed by section 27(7) of the Sale of Land Act to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
12.5 if the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii), as the case may be.
- 5.4. General condition 15.3 (Adjustments) is added:
15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 5.5. General condition 28.4(c) (Default not remedied) is amended by deleting the words 'within one year of the contract ending'.

6. DEPOSIT

- 6.1. The purchaser must pay the deposit on signing of this contract.
- 6.2. If the deposit paid is more than 10% of the price then the parties agree that general condition 28.4(a) is amended to read:
28.4(a) The deposit paid under this contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the vendor as the vendor's absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract.

7. SERVICE

General condition 17 is replaced with the following:

- 17.1 *All notices and other communications provided for or permitted by this contract must be sent by:*
(a) prepaid mail;
(b) hand delivery; or
(c) email
to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.
- 17.2 *Each notice or communication will be deemed to have been duly received:*
(a) not later than two business days after being deposited in the mail with postage prepaid;
(b) when delivered by hand; or
(c) if sent by email at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000,

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm (addressee's time) on a business day, the notice is taken to be received at 9.00am (addressee's time) on the next business day.

- 17.3 *A notice or other communication connected with this contract has no legal effect unless it is in writing.*
- 17.4 *A notice sent or delivered in a manner provided by general condition 17.1 must be treated as validly given to and received by the party to which it is addressed even if:*
 - (a) *the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or*
 - (b) *the notice is returned unclaimed.*
- 17.5 *A party may change its address for service or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.*
- 17.6 *If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.*
- 17.7 *Any notice to a party may be given to its lawyer by any of the means listed in general condition 17.2 to the lawyer's business address or email address.*

8. FOREIGN INVESTMENT REVIEW BOARD

- 8.1. The purchaser warrants to the vendor that:
 - 8.1.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and
 - 8.1.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 8.2. If any warranty in special condition 8.1 is untrue in any way:
 - 8.2.1. the purchaser will be in default under this contract; and
 - 8.2.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 8.3. This warranty and indemnity will not merge upon settlement.

9. NOMINATION

- 9.1. General condition 18 is deleted and replaced by this special condition 9.
- 9.2. The purchaser may nominate a substitute or additional transferee subject to the purchaser's compliance with clause 9.3, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 9.3. The purchaser must procure execution of a nomination document in the form of a deed satisfactory to the vendor, binding the nominee to the obligations, acknowledgements, representations, warranties and agreements of the purchaser under this contract.
- 9.4. The vendor is not bound to act in accordance with a nomination unless the purchaser has provided the vendor with a copy of the fully executed nomination deed at least 10 business days before settlement.

10. GUARANTEE

- 10.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (Guarantee) by each of the directors of the corporation immediately upon execution of this contract.

- 10.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 10.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 10.1 with respect to that director.
- 10.4. In this special condition, "purchaser" includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

11. PURCHASER AS TRUSTEE

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser represents and covenants that:

- 11.1. the purchaser is empowered to execute this contract;
- 11.2. the purchaser is bound in its or their personal capacity as well as trustee of the Trust;
- 11.3. the purchaser is the sole trustee of the Trust;
- 11.4. this contract will bind the purchaser and any successor of the purchaser as trustee of the Trust; and
- 11.5. the purchaser will obtain the vendor's prior written consent for a change of trustee of the Trust before the settlement date and procure that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor at the cost of the purchaser.

12. RELEASE OF SECURITY INTEREST

- 12.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (Act) applies.
- 12.2. Subject to special condition 12.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;
 - 12.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the property from the security interest; or
 - 12.2.2. a written document from the holder of the security interest stating that the property is not subject to the security interest.
- 12.3. The vendor is not obliged to comply with special condition 12.2 if;
 - 12.3.1. the holder of the security interest is the proprietor of a registered mortgage over the land;
 - 12.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or
 - 12.3.3. the purchaser will take the property free of security interest by operation of Part 2.5 of the Act.

13. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 13.1. Words defined or used in Subdivision 14-D of Schedule 1 to the TAA have the same meaning in this special condition unless the context requires otherwise.
- 13.2. This special condition only applies if the purchaser is required to pay the Commissioner a FRCGW Amount because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the TAA just after the transaction, and the transaction is not excluded under section 14-215(1) of the TAA.

- 13.3. Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the TAA. The specified period in the clearance certificate must include the actual date of settlement.
- 13.4. The FRCGW Amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the FRCGW Amount as is represented by non-monetary consideration.
- 13.5. The purchaser must:
- 13.5.1. engage a legal practitioner or conveyancer (purchaser's representative) to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the TAA and this special condition; and
 - 13.5.2. ensure that the purchaser's representative does so.
- 13.6. The terms of the purchaser's representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the purchaser's representative must:
- 13.6.1. pay, or ensure payment of, the FRCGW Amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the purchaser's representative in accordance with this special condition if the sale of the property settles;
 - 13.6.2. promptly provide the vendor with proof of payment; and
 - 13.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
 - 13.6.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 13.6.5. any other provision in this contract to the contrary.
- 13.7. The purchaser's representative is taken to have complied with the obligations in special condition 13.6 if:
- 13.7.1. the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - 13.7.2. the FRCGW Amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.8. Any clearance certificate or document evidencing variation of the FRCGW Amount in accordance with section 14-235(2) of Schedule 1 to the TAA must be given to the purchaser at least 5 business days before the due date for settlement.
- 13.9. The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the FRCGW Amount in accordance with section 14-200 of Schedule 1 to the TAA. The information must be provided within 5 business days of request by the purchaser.
- 13.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the FRCGW Amount.

14. ELECTRONIC CONVEYANCING

- 14.1. Settlement and lodgement must be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 14.
- 14.2. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

- 14.3. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 14 ceases to apply from when such a notice is given.
- 14.4. Each party must:
 - 14.4.1. be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - 14.4.2. ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - 14.4.3. conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 14.5. The vendor must open the Electronic Workspace (workspace) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 14.6. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 14.7. Settlement occurs when the workspace records that:
 - 14.7.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 14.7.2. if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 14.8. The parties must do everything reasonably necessary to effect settlement:
 - 14.8.1. electronically on the next business day, or
 - 14.8.2. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 14.7 has not occurred by 5.00 pm.
- 14.9. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 14.10. The vendor must before settlement:
 - 14.10.1. deliver any keys, security devices and codes (keys) to the estate agent named in the contract,
 - 14.10.2. direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - 14.10.3. deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - 14.10.4. direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

15. DUTY

- 15.1. The vendor must procure that the vendor's representative has initiated the Duties Form and invited the purchaser or the purchaser's representative to complete the Duties Form no later than 5 business days prior to the settlement date.
- 15.2. The purchaser must procure that the purchaser's representative has completed the Duties Form to the vendor's satisfaction so that the Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 15.3. If the purchaser has not completed the Duties Form as required by special condition 15.2:
 - 15.3.1. the vendor is not obliged to complete this contract;
 - 15.3.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 15.3.3. the purchaser must pay interest from the settlement date,
until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 15.4. The vendor does not make any warranty or representation as to the duty payable on the transfer of the land or under this contract.
- 15.5. The purchaser:
 - 15.5.1. purchaser releases the vendor from any Claim in relation to duty;
 - 15.5.2. must pay all stamp duty assessed on the transfer or under this contract; and
 - 15.5.3. will keep the vendor indemnified at all times against all loss, liabilities or Claims under the Duties Act 2000 (Vic) relating to this contract.
- 15.6. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

16. INDEMNITY

- 16.1. The purchaser indemnifies the vendor against all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this contract.
- 16.2. The indemnity in this special condition cannot be revoked.
- 16.3. The indemnity in this special condition is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.

17. PURCHASER'S DEFAULT

- 17.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
 - 17.1.1. the purchaser exercises, or purports to exercise, a Restricted Right in circumstances prevented by this contract;
 - 17.1.2. an order is made or a resolution is passed for the winding up of the purchaser;
 - 17.1.3. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 17.1.4. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;

- 17.1.5. a warrant of execution is issued against the purchaser, and is not satisfied within 30 days;
- 17.1.6. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
- 17.1.7. a guarantor who is a natural person:
 - 17.1.7.1. becomes bankrupt;
 - 17.1.7.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966;
 - 17.1.7.3. makes an assignment for the benefit of their creditors; or
 - 17.1.7.4. enters into a composition or arrangement with their creditors.
- 17.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 17.2.1. the remedy by the purchaser of the relevant default;
 - 17.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the land, calculated from settlement; and
 - 17.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

18. OUTGOINGS FOR LAND NOT SEPARATELY ASSESSED

- 18.1. If the land is not separately assessed for any Outgoings, the adjustment of those Outgoings will be made:
 - 18.1.1. by calculating the proportion which the area of the land bears to the total area of all the lots included in the assessment;
 - 18.1.2. disregarding any land included in the assessment which at settlement is common property, public land or land used for public purposes, such as roads and reserves); and
 - 18.1.3. on the basis that such Outgoings will or have been paid by the vendor.
- 18.2. The purchaser must pay any supplementary rates and charges levied after settlement.
- 18.3. If Outgoings are remain unpaid at settlement, no deduction from the price will be made against the vendor at settlement and the vendor undertakes to pay such Outgoings by the date on which they are due.

19. GST WITHHOLDING

- 19.1. Words and expressions defined or used in the GST Withholding Legislation or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and marked with an asterisk (*) are defined or described in at least one of those Acts.
- 19.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 19.3. Without limiting special condition 19.2, the vendor may issue a notice in accordance with section 14-255 even if the words "GST Withholding applies" do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).

- 19.4. If the purchaser:
- 19.4.1. is registered (within the meaning of the GST Act); and
 - 19.4.2. purchases the land for a *creditable purpose,
- the purchaser:
- 19.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is purchasing the land for a creditable purpose; and
 - 19.4.4. warrants that the information contained in the notice referred to in clause 19.4.3 is true and correct on date of the notice and on each day up to and including the settlement date and payment of the price and any GST to the vendor.
- 19.5. If the purchaser is required to withhold a GST Withholding Amount, the purchaser must provide to the vendor:
- 19.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the GST Withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
 - 19.5.2. except where the purchaser has complied with special condition 19.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 19.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 19.7. Without limiting special conditions 19.2 to 19.5 (inclusive) a party must provide the other party with such information as the other party requires to:
- 19.7.1. decide if a GST Withholding Amount is required to be paid or the quantum of it,
 - 19.7.2. comply with the vendor's notice obligation to pay the GST Withholding Amount in accordance with section 14-250 of Schedule 1 to the TAA; or
 - 19.7.3. comply with the purchaser's obligations under section 14-255.
- 19.8. If the purchaser is required to withhold a GST Withholding Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the GST Withholding Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 19.9. If the purchaser is required to withhold a GST Withholding Amount and special condition 19.8 does not apply:
- 19.9.1. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide a bank cheque for the GST Withholding Amount to the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the GST Withholding Legislation;
 - 19.9.2. where the vendor has not issued a written request in accordance with special condition 19.9.1, the purchaser must:
 - 19.9.2.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;
 - 19.9.2.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the GST Withholding Amount in a manner and at the time required by the GST Withholding Legislation;
 - 19.9.2.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;
 - 19.9.2.4. pay the GST Withholding Amount in a manner and at the time required by the GST Withholding Legislation; and

19.9.2.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the GST Withholding Amount to the Commissioner of Taxation within 3 days of making such payment.

- 19.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.
- 19.11. A GST Withholding Amount withheld and paid in accordance with special condition 19.9 is taken to have been paid to the vendor.
- 19.12. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the GST Withholding Amount (except where the penalty or interest arises due to the vendor's breach of special condition 19.9.1).
- 19.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.
- 19.14. This special condition will not merge on settlement.

20. GOODS

The property and any goods sold by this contract will not pass to the purchaser until payment of the whole of the purchase money.

21. ELECTRONIC EXECUTION

Each Party:

- 21.1. consents to the use of the electronic signing of this document and exchanging and receiving this document in electronic or digital form;
- 21.2. warrants that, where they sign this document electronically, they have applied (or their duly authorised signatories have applied) the electronic signature to this document;
- 21.3. agrees that such signature is legally effective execution and conclusive as to their intention to be bound by this document as if signed by that Party's (or any of its duly authorised signatory's) manuscript signature;
- 21.4. confirms this contract may be electronically signed in any number of counterparts which will together constitute one document; and
- 21.5. where relevant, confirms and attests that, this document is executed and/or witnessed in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic).f

CONTRACT OF SALE OF REAL ESTATE, GENERAL CONDITIONS

Part 2 being form 2 prescribed by the former **Estate Agents (Contracts) Regulations 2008**

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act**

1993 and regulations made under the **Building Act 1993**.

- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009**

- (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount or;
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the good from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay-
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
- (b) the vendor must:
- (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on

an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender

approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The

purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

ANNEXURE - GUARANTEE AND INDEMNITY DEED POLL

TO:	TERRENCE JOHN SPICER AND JO-ANNE SPICER (Vendor)
FROM:	<p>.....</p> <p>.....</p> <p>of</p> <p>.....</p> <p>(Guarantor)</p>
RE:	<p>The contract of sale for 76 HELMS STREET, NEWCOMB VIC 3219 (Property) to:</p> <p>.....</p> <p>(Purchaser)</p> <p>to which this guarantee and indemnity is annexed.</p>

1. GUARANTEE AND INDEMNITY

In consideration of the Vendor selling the Property to the Purchaser under the Contract at the Guarantor's request, if the Purchaser defaults:

- 1.1. in payment of any amount to the vendor required under the Contract; or
- 1.2. in performing any of the purchaser's obligations under the Contract,

the Guarantor covenants that they will:

- 1.3. pay the Vendor on demand any amount due to the vendor under the Contract; and
- 1.4. keep the Vendor indemnified against:
 - 1.4.1. any amount payable; and
 - 1.4.2. any loss the Vendor suffers due to the Purchaser's default,
 under the Contract.

2. CONTINUING GUARANTEE AND INDEMNITY

The liability of the Guarantor will not be affected by:

- 2.1. the Vendor granting the Purchaser or a Guarantor time or any other indulgence;
- 2.2. the Vendor agreeing not to sue the Purchaser or another Guarantor;
- 2.3. any variation or termination of the Contract; or
- 2.4. any provision of the Contract being unenforceable against the Purchaser,

and this guarantee and indemnity does not merge on completion of the Contract.

3. GUARANTOR’S ACKNOWLEDGMENTS, WARRANTIES AND AGREEMENTS

- 3.1. The Guarantor agrees that the Vendor may retain all money received from the Purchaser’s bankrupt estate, and need only allow the Guarantor a reduction in its liability under this guarantee and indemnity to the extent of the amount received;
- 3.2. The Guarantor must:
 - 3.2.1. not seek to recover money from the Purchaser to reimburse the Guarantor for payments made to the Vendor until the Vendor has been paid in full;
 - 3.2.2. not prove in bankruptcy or apply to wind up the Purchaser for any amount which the Vendor has demanded from the Guarantor; and
 - 3.2.3. pay the Vendor all money which the Vendor refunds to the Purchaser’s liquidator or trustee in bankruptcy as preferential payments received from the Purchaser.

4. BINDING DEED POLL

- 4.1. This guarantee and indemnity binds the parties and their heirs, executors, successors, assigns, administrators and legal personal representatives.
- 4.2. Reference to any party includes their heirs, executors, successors, assigns, administrators and legal personal representatives.
- 4.3. An obligation on the part of two or more persons (including a corporation) binds them jointly and severally.

5. EXECUTION OF FURTHER DOCUMENTS

The Guarantor must execute all documents and do all things reasonably necessary to carry out and give effect to the terms and conditions of this guarantee and indemnity.

6. ELECTRONIC EXECUTION

The Guarantor:

- 6.1. consents to the use of the electronic or physical signing of this document or a combination of both and receiving this document in paper, electronic or digital form or a combination of those forms;
- 6.2. warrants that, where they sign this document electronically, they have applied (or their duly authorised signatories have applied) the electronic signature to this document;
- 6.3. agrees that such electronic signature is legally effective execution and conclusive as to their intention to be bound by this document as if signed by that Party’s (or any of its duly authorised signatory’s) manuscript signature;
- 6.4. confirms that this document can be signed in any number of counterparts, which will be deemed to constitute one instrument; and
- 6.5. where relevant, confirms and attests that this document is executed and/or witnessed in accordance with the Electronic Transactions (Victoria) Act 2000 (Vic).

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED by

.....

in the presence of:

.....
Witness

Date:

SIGNED SEALED AND DELIVERED by

.....

.....

in the presence of:

.....

Witness

Date:

**Hardman Real Estate Geelong Pty
Ltd T/A Ray White Geelong**
86 Ryrie Street,
Geelong, VIC 3220

P: 03 5222 3566
ABN: 43616233384

RayWhite

Residential Tenancy Agreement Renewal

for

76 Helms Street, NEWCOMB VIC 3219



This agreement is between **Terry Spicer**
and **Fleur Keegan**.

Lease Start Date: Mon 18/01/2021

Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

1. Agreement

This **Agreement** is made between the **Landlord** who has appointed **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** as its agent and the **Tenant**.

2. Premises and Rent

The **Landlord** lets the **Premises** to the **Tenant** for the **Rental** of which the first instalment is payable on the **Commencement Date** and payable by the **Tenant** to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**.

3. Bond

The **Tenant** has paid a **Bond** to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** before the signing of this **Agreement**.

4. Fixed Term Tenancy

The term of this **Agreement** shall be from the **Commencement Date** and ending on the **Expiry Date** and unless the **Agreement** terminates in accord with the *Residential Tenancies Act 1997*, this **Agreement** will continue as a periodic tenancy.

5. Condition of the Premises

The **Landlord** must –

5.1 ensure that the Premises are maintained in good repair; and

5.2 if the **Landlord** owns or controls the common areas relating to the **Premises**, take reasonable steps so that the common areas are maintained in good repair.

6. Damage to the Premises

6.1 The **Tenant** must take care to avoid damaging the **Premises**

6.2 The **Tenant** must take reasonable care to avoid damaging the **Premises** and any common areas.

6.3 The **Tenant** who becomes aware of damage to the **Premises** must give notice to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** of any damage to the **Premises** as soon as practicable.

7. Cleanliness of the Premises

7.1 The **Landlord** must ensure that the **Premises** are in a reasonably clean condition on the day on which it is agreed that the **Tenant** is to enter into occupation of the **Premises**.

7.2 The **Tenant** must keep the **Premises** in a reasonably clean condition during the period of this **Agreement**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:32 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

8. Use of the Premises

8.1 The **Tenant** must not use or allow the **Premises** to be used for any illegal purpose.

8.2 The **Tenant** must not use or allow the **Premises** to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet Enjoyment

The **Landlord** must take all reasonable steps so that the **Tenant** has quiet enjoyment of the **Premises**.

10. Transfer of Lease or Subletting

10.1 The **Tenant** must not transfer or sublet the whole or any part of the **Premises** without the written consent of the **Landlord**. The consent of the **Landlord** must not be unreasonably withheld.

10.2 The **Landlord** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Landlord** in relation to the preparation of a written transfer of this **Agreement**.

11. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997*. Reference should be made to the **Act** for further rights and duties. Additional terms which do not take away the rights and duties included in the **Act** may be set out in this Section. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

COMMENCING THE TENANCY

12. The **Tenant** acknowledges that it must scroll through and view each page of this Authority before being able to sign it.

13. In accord with Section 439 of the **Act**, **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**. Provision of this information incurs a fee of \$30.00 plus GST per person.

14. The **Landlord** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Tenant** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.

15. The **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**.

16. The **Landlord** must not increase the **Rental** more than once in every twelve (12) months.

17. Unless this **Agreement** is specified in the **Schedule** to be for a fixed term the **Landlord** may, in accord with the provisions of Section 44 of the **Act**, increase the **Rental** by giving the **Tenant** at least 60 day's notice of the increase.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:34 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

18. This **Agreement** may only be amended in writing signed by the **Tenant** and **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** on behalf of the **Landlord**.
19. Where the **Premises** form part of a building, the **Landlord** has the right to make and/or alter rules and regulations for the **Premises** and the **Tenant** will be bound by such rules and regulations of the **Act**.
20. **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** will use its best endeavours so that the **Premises** are available on the **Commencement Date**. The **Tenant** acknowledges that if the **Premises** are not available on the **Commencement Date** the **Tenant** will not make any claim against the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**.
21. The **Tenant** shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.
- 21.1. The **Tenant** acknowledges that it is the responsibility of the **Tenant** to arrange connection of services and power. It is the **Tenant's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** should the power not be connected at the commencement of this **Agreement**.
- 21.2. The **Tenant** acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the **Premises** shall be at the cost of the **Tenant**. The **Tenant** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.
22. The **Tenant** acknowledges that any insurance policy of the **Landlord** does not provide cover for the personal possessions of the **Tenant**. It is strongly recommended that the **Tenant** should take out contents insurance to adequately cover those possessions.
23. The **Tenant** shall only use the **Premises** for residential purposes unless the prior written consent of the **Landlord** has been obtained for any other use. The **Landlord** may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the **Tenant**. The **Tenant** must not permit any short term or long term letting or licencing the use and/or occupation of any part of the **Premises** without the prior written consent of the **Landlord**. Any request for consent must be made in writing to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**.
24. The **Tenant** acknowledges that no promise, representation, warranty or undertaking has been given by the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** in relation to the suitability of the **Premises** for the purposes of the **Tenant** otherwise than as provided in this **Agreement**.
25. The **Tenant** acknowledges having received before entering into occupation of the **Premises** two copies of the Condition Report signed by or on behalf of the **Landlord** as well as a written statement setting out the rights and duties of the **Landlord** and **Tenant** under a tenancy agreement ("Renting a Home – A Guide for Tenants"). The **Tenant** acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** within 3 business days after entering into occupation of the **Premises**. If the Condition Report is not returned, the copy held by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** will be accepted as conclusive evidence of the state of repair or general condition of the **Premises**, at the commencement of this **Agreement**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:37 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

26. The **Tenant** acknowledges that no promise, representation or warranty has been given by the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** in relation to any further renewal of this **Agreement** other than as specified in the **Schedule**.
27. The **Tenant** acknowledges that the **Landlord** may require possession of the **Premises** at the termination of this **Agreement** and may issue a notice to vacate in accord with the **Act** requiring vacant possession on the expiry of this **Agreement**.
28. The **Tenant** is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** does not guarantee that it holds a spare set of keys to the **Premises** at its offices.
29. The **Tenant** acknowledges that should the **Tenant** wish to order any extra key, auto remote control or other access device for the **Premises** it will be at the expense of the **Tenant**. The **Tenant** acknowledges that copies of all keys/auto remote controls and access devices must be returned to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** at the end of the tenancy without reimbursement.
30. A copy of the rules of any owner's corporation affecting the **Premises** are attached to this **Agreement**. The **Tenant** must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the **Tenant**. The **Tenant** is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the **Landlord**.
31. If the **Premises** include polished floorboards/floating floor, it shall be the responsibility of the **Tenant** to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the **Tenant** throughout the tenancy to prevent indentation being caused to the floors.

DURING THE TENANCY

32. The **Tenant** may change any lock security alarm code and/or other security device at the **Premises**. If the **Tenant** changes any lock security alarm code and/or other security device, the **Tenant** must give the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
33. Subject to the **Tenant** having been provided with a copy of any insurance policy maintained by the **Landlord**, the **Tenant** must not knowingly do or allow anything to be done at the **Premises** that may invalidate any insurance policy or result in the premium being increased above the normal rate.
34. The **Tenant** agrees to pay to the **Landlord** within 14 days any excess amount charged or any additional premium charged to the **Landlord** by any insurance company as a result of any accidental or malicious breakage of items including (but not limited to) any glass, toilet bowl or wash basin in the **Premises** where the damage has been caused by the **Tenant**, or by anyone at the **Premises** with the consent of the **Tenant**.
35. The **Tenant** must take reasonable measures so that anyone that the **Tenant** has allowed or permitted to be at the **Premises** does not cause damage to the **Premises**. This obligation shall not extend to the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** or their respective contractors.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:40 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

36. The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by the failure of the **Tenant** to avoid damage to the **Premises** by the **Tenant** or anyone at the **Premises** with the consent of the **Tenant**.
37. The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to the **Tenant** or to any third party or property arising from any conduct, act or omission by the **Tenant**, or any servant, agent and/or invitee of the **Tenant** including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.
38. The **Tenant** shall not do or allow to be done anything at the **Premises** that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
39. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the **Premises** or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.
40. The **Tenant** must not service or repair any motor vehicle, motor cycle, boat or caravan at the **Premises** except minor routine maintenance and cleaning, other than greasing and changing oil.
41. The **Tenant** shall notify **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.
42. The **Tenant** must as soon as practicable notify the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The **Tenant** must pay and indemnify the **Landlord** against all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Tenant** or a person that the **Tenant** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** or their respective contractors.
43. The **Tenant** shall not paint or affix any sign or any antenna or cabling onto the **Premises** or affix any nail, screw, fastening or adhesive to the interior/exterior of the **Premises** without the prior written consent of the **Landlord**. The consent of the **Landlord** will not be unreasonably withheld. The consent of the **Landlord** may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The **Landlord** may require the **Tenant** to remove such items affixed and make good any damage caused by such removal.
44. The **Tenant** shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
45. The **Tenant** will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant,, that may infest the **Premises** while the **Tenant** is in possession of the **Premises**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:41 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

46. The **Tenant** shall not hang any clothes outside the **Premises** other than where provision for the hanging of clothes has been provided. The **Tenant** must use any clothes drying facilities in the manner required by the **Landlord** or any owner's corporation.
47. The **Tenant** shall, at the **Tenant's** expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the **Premises** which become defective during the term or any extension of this **Agreement** unless the defect is proven to be caused by faulty wiring or a defective fitting.
48. The **Tenant** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**. If a tradesperson is sent by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** on behalf of the **Landlord** to relight a pilot light the **Tenant** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.
49. The **Tenant** must check each smoke detector in the **Premises** on a regular basis to ensure it is fully operational and to replace the battery with a battery of a similar type in each smoke detector on an annual basis or as required in between any servicing. The **Tenant** must immediately notify **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** of any faulty smoke detector or replace the batteries immediately if required. The **Tenant** acknowledges that such checks are essential for the safety of the **Tenant** and the security of the **Premises**.
50. The **Tenant** acknowledges that the **Premises** are a "Smoke Free Zone" and the **Tenant** will ensure that the **Tenant** and any invitees do not smoke inside the **Premises**.
51. All payments of **Rental** shall be made without demand by or on behalf of the **Landlord** and on time. No part payment will be accepted. The **Tenant** acknowledges that cash will not be accepted as payment of **Rental**. All payments of **Rental** are to be made by the method in Item 7 of the **Schedule** to this **Agreement** or as notified in writing by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** from time to time. Any dishonour fees will be recovered from the **Tenant**. Any costs incurred by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** to retrieve **Rental** arrears shall be met by the **Tenant**. The **Tenant** shall be responsible for any bank charges due to dishonoured cheques. Once a cheque has been "referred to drawer" any further **Rental** payments must be made by cash bank cheque or electronic funds transfer (as directed by the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**). No further personal cheque will be accepted in payment of **Rental**.
52. If the **Tenant** fails to make a payment under the terms of this **Agreement** on or before the due date for payment and the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** incurs fees and/or charges as a consequence of that failure, the **Tenant** must reimburse the **Landlord** and/or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Landlord** and/or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** to an authorised deposit taking institution, financier, service provider or contractor.
53. If the **Tenant** disagrees with a **Rental** increase sought by the **Landlord**, the **Tenant** may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the **Rental** increase is given by or on behalf of the **Landlord**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:43 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

54. The **Tenant** must maintain any garden at or adjacent to the **Premises** including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the **Tenant** in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the **Tenant** must comply with any government watering restrictions in place, from time to time. It is the responsibility of the **Tenant** to maintain any water feature/fountain or pond at the **Premises**. The **Tenant** must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy.
55. If any garden is watered by a watering system and/or via any tank water, the **Tenant** must maintain the system and/or tank in the state of repair and condition it was in at the start of this **Agreement** (fair wear and tear excepted). The **Tenant** is not required to repair damage to the watering system caused by the **Landlord**, **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** or their contractors.
56. The **Tenant** acknowledges that the **Premises** may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the **Landlord** will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The **Tenant** agrees to allow the **Landlord** or any tradespeople reasonable access to carry out any such repairs.
57. The **Tenant** acknowledges that **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** is authorised to attend to urgent repairs to a maximum of \$1,800.00 (including GST) and the **Tenant** agrees to use all reasonable efforts to contact **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** during business hours or after hours information service on 03 5222 3566 or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet "Renting a Home - A guide for Tenants" as provided for classification of urgent repairs.

SES (State Emergency Services):

Flood & Storm Emergency Tel: 132 500

58. The **Tenant** shall not park or allow any vehicle to be parked on the **Premises** or in any garage facilities made available for use by the **Tenant** as part of this **Agreement** which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the **Premises** unless any dedicated visitor parking is provided by the **Landlord** or any owner's corporation. The **Tenant** acknowledges that if the **Premises** are advertised without any off-street parking being made available, it shall be the responsibility of the **Tenant** to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the **Premises** and/or otherwise make independent arrangements for the parking of any motor vehicle.
59. The **Tenant** must not keep any animal, bird, or other pet at the **Premises** without first obtaining the written permission of the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**. Permission will not be unreasonably withheld. In giving permission, the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** may impose reasonable conditions. It is not unreasonable for the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the **Premises**. If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owner's corporation).

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:45 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

60. The **Tenant** must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the **Premises** without the express written permission of the **Landlord**. The **Tenant** also agrees that should any such permission be granted it will be conditional on the **Tenant** obtaining and providing evidence to the **Landlord**, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
61. The **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** has the right to enter the **Premises** with 24 hours written notice to the **Tenant**, in order to:
- Carry out duties specified in this **Agreement**, or the **Act** or any other legislation or law.
 - Value the **Premises** or any property of which the **Premises** form part.
 - Show prospective buyers or financial lenders through the **Premises**.
 - Show prospective **Tenants** through the **Premises** (within 14 days of the termination of the tenancy).
 - Verify a reasonable belief that the **Tenant** or any occupier may not have met any duties as a tenant of the **Premises**.
 - Make one general inspection in any six-month period, but not within the first three months of the tenancy.
62. If during the term of the tenancy the people in occupation of the **Premises** change -
- 62.1 The **Tenant** must as soon as practicable notify the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** in writing and comply with clause 10 of this **Agreement**.
- 62.2 If the **Tenant** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 10 of this **Agreement**, or if the **Tenant** abandons the **Premises** or cancels the tenancy, the **Tenant** may be required to reimburse the reletting expenses of the **Landlord** including (but not limited to) –
- 62.2.1 A pro-rata letting fee;
- 62.2.2 Advertising or marketing expenses incurred;
- 62.2.3 **Rental** data base checks on applicants;
- 62.2.4 **Rental** on the **Premises** until the first to occur of the lease being assigned or cancelled or expiry of the tenancy.
- 62.3 The **Tenant** acknowledges that the **Tenant** will be required to reimburse the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** for any cost or charge incurred in preparing a written transfer of this **Agreement** in accord with the fees within the **Landlord's** appointment of **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** as agent to manage the **Premises**.
- 62.4 The obligation of the **Tenant** to pay the reletting expenses of the **Landlord** is subject to the **Landlord** taking reasonable steps to mitigate any loss arising from default by the **Tenant**.

ENDING THE TENANCY

63. **Landlord** requires possession of the **Premises** when the tenancy ends, the **Landlord** will give the **Tenant** the notice required by and in the manner prescribed by the **Act**.
64. If the **Tenant** wishes to vacate the **Premises** at the expiration of this **Agreement** the **Tenant** must give the **Landlord** written notice of the intention of the **Tenant** to vacate at least 28 days prior to the expiration of this **Agreement**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:49 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

65. If the **Tenant** remains in occupation of the **Premises** after the expiration of this **Agreement** and does not enter into a new fixed term **Agreement** the tenancy reverts to a periodic tenancy such that the **Tenant** must give written notice of the intention of the **Tenant** to vacate the **Premises** specifying a termination date that is not earlier than 28 days after the day on which the **Tenant** gives written notice.
66. If the **Tenant** decides to vacate the **Premises** during the term of this **Agreement** for whatever reason, the **Tenant** shall be responsible for reimbursing to the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** the following costs:-
- 66.1 A letting fee equivalent to two weeks' **Rental**;
- 66.2 Marketing costs as incurred by **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**;
- 66.3 National tenancy database checks on each applicant or as required;
- 66.4 The continued payment of **Rental** until the first to occur of the **Premises** being relet or the current term of this **Agreement** expiring;
- 66.5 If the **Premises** are relet at a lower **Rental**, the **Tenant** must pay to the **Landlord** any difference or shortfall as required.
67. The **Tenant** acknowledges that it is the responsibility of the **Tenant** on the termination of this **Agreement** to deliver all keys and any auto remote controls for the **Premises** to **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** during business hours and to continue paying **Rental** until such time as all keys and auto remote controls are delivered.
68. The **Tenant** acknowledges that pursuant to Section 428 of the **Act**, the **Tenant** cannot refuse to pay **Rental** on the grounds that the **Tenant** intends to regard any part of the **Bond** as rent paid by the **Tenant**. The **Tenant** acknowledges that failure to comply with that section of the **Act** may render the **Tenant** liable to a penalty of 20 Penalty Units.
69. The **Tenant** shall be responsible for the removal of any furniture, fitting, personal property, motor cycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the **Premises** or the land on which it is situated to the condition which existed at the commencement of the tenancy.
70. The **Tenant** agrees to have all windows at the **Premises** cleaned (both internally and externally) in a professional manner immediately prior to vacating the **Premises**.
71. The **Tenant** will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the **Premises** to be professionally steam cleaned or dry cleaned (at the direction of the **Landlord**) by a reputable carpet cleaning contractor and provide **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning.
72. All terms used in this **Agreement** shall have the meanings given to them in the **Schedule** which shall form part of this **Agreement** and **Act** means *Residential Tenancies Act 1997* and **Schedule** means the schedule to this **Agreement** and **Agreement** means this document incorporating the **Schedule** and all attachments to this document.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:50 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

ADDITIONAL REQUIREMENTS

73. The **Tenant** acknowledges that the **Tenant** is entering into a binding **Agreement** if this **Agreement** is signed utilising an electronic signature. Unless indicated to the contrary in the **Schedule** the **Tenant** consents to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000*. The **Landlord** consents to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000* at the email address of **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**. If the **Tenant** has not consented to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000* the **Landlord** shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
74. The **Tenant** must give written notice as soon as practicable to the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** if the email address for electronic service of notices or other documents is changed.
75. The **Tenant** may withdraw consent to the electronic service of notices or other documents by giving written notice to the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** but such notice shall only become effective on receipt by the **Landlord** or **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong**.
76. If the **Premises** are let fully furnished or semi-furnished the **Tenant** acknowledges that any furniture, fittings and chattels included in the **Premises** are listed in an attachment to this **Agreement** or in the Condition Report and the **Tenant** further acknowledges that all such items are in good condition as at the date of this **Agreement** unless specifically noted to the contrary.
77. The **Tenant** agrees to care for and maintain any items of furniture, fittings and chattels leased with the **Premises** during the tenancy and deliver them to the **Landlord** at the end of the tenancy in the same condition as at the **Commencement Date** (fair wear and tear excepted). The **Tenant** must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the **Premises**.
78. At the end of the tenancy, the **Tenant** must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the **Premises** which have been damaged destroyed or rendered inoperable/useful during the term of this **Agreement** (fair wear and tear excepted).
79. The **Tenant** acknowledges that the **Tenant** may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the **Premises** if the **Tenant** has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the **Premises**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:51 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

Privacy Collection Notice

As professional property managers **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** collects personal information about you. To ascertain what personal information we have about you, you can contact us on:

Primary Purpose

As professional property managers, **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Landlord**
- The **Landlord's** lawyers
- The **Landlord's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("**ntd**"))
- Other Real Estate Agents, **Landlords** and Valuers

Secondary Purpose

Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong also collect your personal information to:

- Enable us, or the **Landlord's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** privacy policy can be viewed without charge on the **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** website; or contact your local **Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong** office and we will send or email you a free copy.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:52 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

Disclaimer

iProperty Express Pty Ltd, its directors, partners, employees and related entities responsible for preparing this Agreement believe that the information contained in this Agreement is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the Landlord and the Tenant should reply on their own enquiries as to the accuracy of any information or material incorporated in this Agreement. The law is subject to change without notice and terms and conditions in this Agreement may be amended as a result. iProperty Express Pty Ltd disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this Agreement or any information incorporated in it.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:53 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

Schedule

Item 1	Date of Agreement:	Thu 24/12/2020			
Item 2	Landlord:	Name(s):	Terry Spicer		
		Address:	C/O 86 Ryrie Street Geelong VIC 3220		
Item 3	Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong:	Registered Business Name:	Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong		
		ABN:	43 616 233 38		
		Address:	86 Ryrie Street Geelong VIC 3220		
		Telephone:	03 5222 3566		
		Email Address for Notices:			
Item 4	Tenant:	Name(s):	Fleur Keegan		
		Tenant consents to electronic service of notices:	Yes		
		Email Address for Notices:	<table border="1"><tr><td>Fleur Keegan</td><td>fleurkeegan@hotmail.com</td></tr></table>	Fleur Keegan	fleurkeegan@hotmail.com
Fleur Keegan	fleurkeegan@hotmail.com				
Item 5	Premises:	The Landlord lets the Premises known as	76 Helms Street, NEWCOMB VIC 3219		
Item 6	Rental:	The rent is: \$280.00 per week and payable WEEKLY IN ADVANCE			
Item 7	Rental Payments to Hardman Real Estate Geelong Pty Ltd T/A Ray White Geelong:	Via BPAY, DEFT payment system Bank Reference: 0023297708			
Item 8	Bond:	\$1,169.00 PAID TO RTBA If the Tenant does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the Tenant should contact the Residential Tenancies Bond Authority.			
Item 9	Authorised Urgent Repairs:	\$1800 (Incl. GST)	Urgent repairs Tel: 03 5222 3566		
Item 10	Fixed Term:	12 months			
Item 11	Commencement Date:	Mon 18/01/2021			
Item 12	Expiry Date:	Mon 17/01/2022			

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:53 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

Special Conditions

80. Pet Clause

The **Landlord(s)** agree to the **Tenant(s)** keeping on the rental premises 1 dog providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws;
- The animal causes no disturbance to the occupants of neighbouring properties;
- The **Tenant(s)** agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The **Tenant(s)** agrees to complete a flea fumigation of the property at the termination of the tenancy at the **Tenant's** cost, utilising an appropriate professional contractor at the discretion of the **Managing Agent** and/or **Landlord(s)**. Written evidence of same, must be supplied to the **Managing Agent** upon request.

Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the **Landlord(s)**.

Tenant Acknowledgement

1. Fleur Keegan viewed and acknowledged at Thu, 24/12/2020 18:55 from device: iOS 13.6 iPhone Mobile Safari 13.1.2

81. Tenant(s) Signatures

Tenant : **Fleur Keegan**



Signed at Thu, 24/12/2020 18:55 , from device: iOS 13.6 iPhone Mobile Safari 13.1.2

82. Property Manager Signature

Property Manager : **Stefania Ristuccia** on behalf of **Terry Spicer** (Landlord)



Signed at Tue, 22/12/2020 10:48 , from device: Windows 10 Other Chrome 87.0.4280

AUDIT TRAIL

Stefania Ristuccia (Property Manager)

Tue, 22/12/2020 10:48 - Stefania Ristuccia stamped saved signature the Residential Tenancy Agreement Renewal

Tue, 22/12/2020 10:48 - Stefania Ristuccia submitted the Residential Tenancy Agreement Renewal

Fleur Keegan (Tenant)

Thu, 24/12/2020 18:31 - Fleur Keegan clicked 'start' button to view the Residential Tenancy Agreement Renewal (iOS 13.6 iPhone Mobile Safari 13.1.2, IP: 124.169.200.16)

Thu, 24/12/2020 18:55 - Fleur Keegan signed the Residential Tenancy Agreement Renewal (iOS 13.6 iPhone Mobile Safari 13.1.2, IP: 124.169.200.16)

Thu, 24/12/2020 18:55 - Fleur Keegan submitted the Residential Tenancy Agreement Renewal (iOS 13.6 iPhone Mobile Safari 13.1.2, IP: 124.169.200.16)

AGREEMENT END

Document Disclaimer

The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.

Before entering any information to appear in the schedule to the document you should check the accuracy and completeness of that information.

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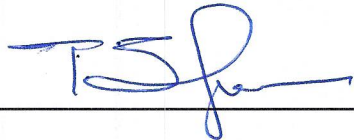
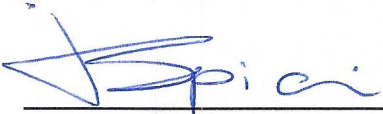
STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	76 HELMS STREET, NEWCOMB VIC 3219
-------------	-----------------------------------

Vendor's name	Terrence John Spicer	Date
Vendor's signature		13 / 06 / 2023
Vendor's name	Jo-Anne Spicer	Date
Vendor's signature		13 / 06 / 23

Purchaser's name		Date
Purchaser's signature	<hr/>	/ /
Purchaser's name		Date
Purchaser's signature	<hr/>	/ /

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) ☒ Their total does not exceed: \$5,000.00 P.A.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☒ The required specified information is as follows:

- | | |
|-----------------------------------|---|
| (a) Name of planning scheme | Greater Geelong Planning Scheme |
| (b) Name of responsible authority | Greater Geelong City Council |
| (c) Zoning of the land | Neighbourhood Residential Zone Schedule 8 |

(d) Name of planning overlay

3.5 Area of Aboriginal Cultural Heritage Sensitivity

The land is not in an Area of Aboriginal Cultural Heritage Sensitivity.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

4.4 Additional Property Information

None to the vendor's knowledge

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 08549 FOLIO 753

Security no : 124106201004E
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LAND DESCRIPTION

Lot 13 on Plan of Subdivision 053215.
PARENT TITLE Volume 08408 Folio 807
Created by instrument C079620 11/11/1964

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TERENCE JOHN SPICER
JO ANNE SPICER both of 37 MONTPELLIER DRIVE HIGHTON VIC 3216
AC935097D 22/06/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF054628H 09/05/2007
ST. GEORGE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP053215 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 76 HELMS STREET NEWCOMB VIC 3219

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

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Document Identification	LP053215
Number of Pages (excluding this cover sheet)	2
Document Assembled	18/05/2023 16:20

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 53215

EDITION 1

APPROVED 9 / 2 / 61

COLOUR CONVERSION
E-1 = BLUE
E-2 = GREEN
E-3 = PURPLE
R1 & E-4 = BROWN

PORTARLINGTON

ROAD

PLAN OF SUBDIVISION
CR. ALLOTS. 5A, 5F & 5G
CR. ALLOT. 4A
PART OF CR. PORTION 7
ALL OF SECTION 6
PARISH OF MOOLAP
COUNTY OF GRANT

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

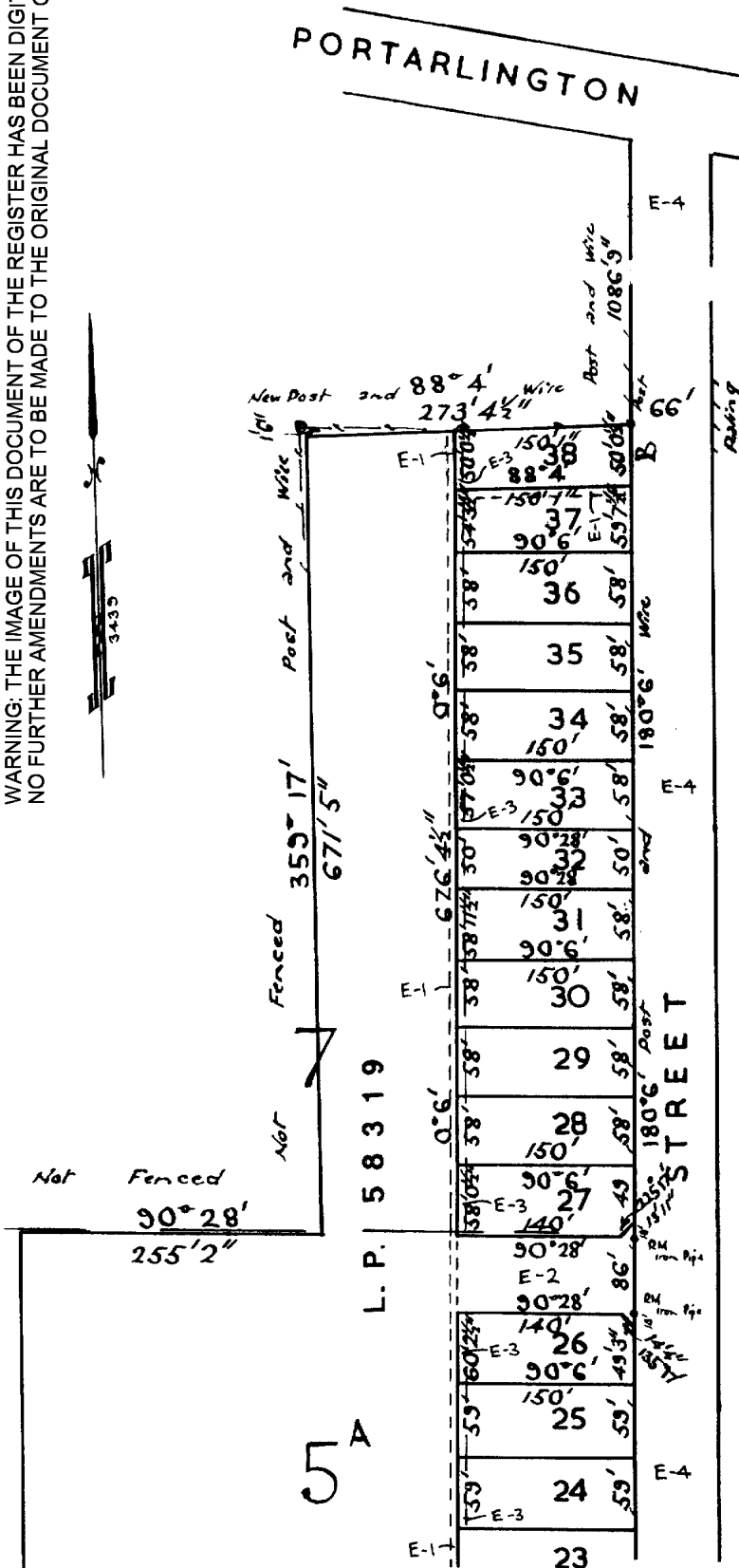
VOL. 8144 FOL. 706 VOL. 8227 FOL. 533

APPROPRIATIONS

The Land colored GREEN and Brown is appropriated or set apart for Easement of Way and Drainage.

The Land colored BLUE is appropriated or set apart for Easement of Drainage and is 6 Feet wide.

The Land colored PURPLE is appropriated or set apart for Easement of Sewerage and is 6 Feet wide.



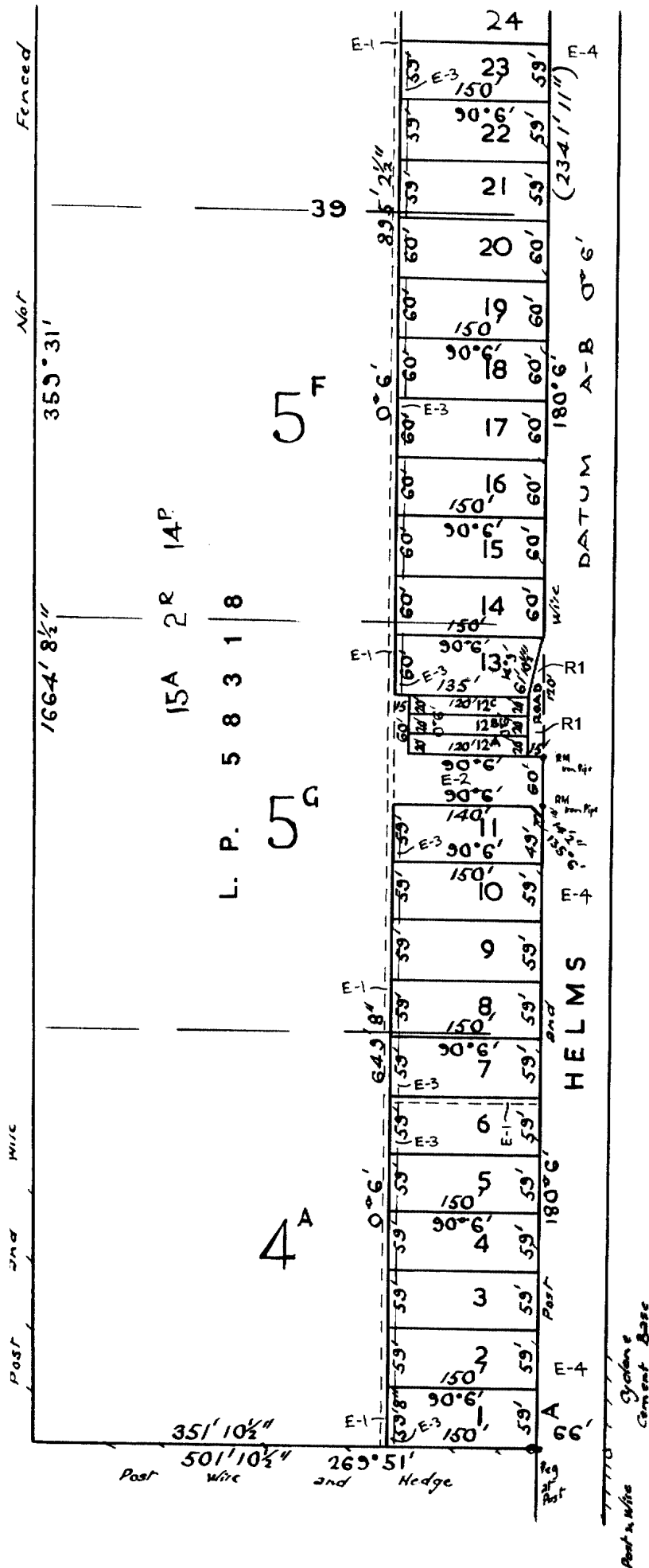
SEE SHEET 2

.....2.....SHEETS
SHEET.....1.....

SEE SHEET 1

LP 53215

.....2.....SHEETS
SHEET.....2.....



Sewer Drainage Plan Request

18-05-2023

twillis@ha.legal

76 HELMS ST NEWCOMB 3219

In accordance with your application dated 18/05/2023 please find attached our response to your Sewers and Drains Plan request.

The plan shows the location of sewers vested in Barwon Water, and the sewer drain connecting the premises to Barwon Water's sewers. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Our Ref: EC442263

Your Ref: 168438404203800023162709

Yours faithfully.

Manager Customer Centre

GEELONG WATERWORKS AND SEWERAGE TRUST

Sewerage Area No. 331

Detail Plan No. 250

Drainage Plan No. B1660

PLAN OF DRAINAGE

FOR

Mr. W. & Mrs. A. Verrall.

MUNICIPALITY: Bellarine
REFERENCE

B.T. Boundary Trap
C.I.P. Cast Iron Pipe
D.T. Disconnector Trap
E.V. Educt Vent
G.D.T. Gully Disconnector Trap
G.I.T. Grease Interceptor Trap
G.S.T. Gully Silt Trap
G.T. Gully Trap

G.V. Ground Vent
G.W.I.P. Galv. Wrought Iron Pipe
I.C. Inspection Chamber
I.V. Induct Vent
I.O. Inspection Opening
R.V. Relief Vent
S.I.V.P. Soil Induct Vent Pipe
S.P.D. Stoneware Pipe Drain

S.T. Silt Trap
S.V. Sluice Valve
S.V. Stop Valve
S.V.P. Soil Vent Pipe
T.I.T. Triple Interceptor Trap
(See By-Law No. 97, G. W. & S. T.
General Conditions of Contract and
Uniform Building Regulations Victoria.)

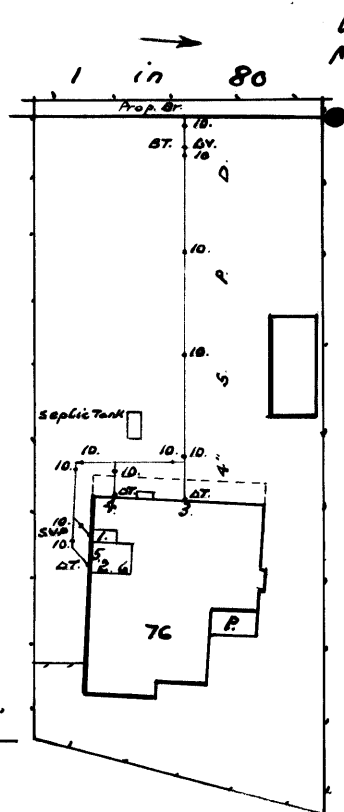
Scale of Feet.



FIXTURES

1. Close.
2. Bath.
3. Sink.
4. Trough.
5. Basin.
6. Shower.

Contractor to note Clause 5 Sub Clause 4
General conditions of contract.



Examined R. H. ...

Date 23.5.68

Engineer in Chief

Received	Revised	Plotted	Traced	Sewer Details	Designed	Checked
B.J. 16.2.68			LB-W 23.2.68	EA-W 23.2.68	S.T.K. 14.3.68	7/2 15.3.68

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.