

# Rooming Accommodation Agreement

## Part 1 Rooming Accommodation Agreement Details

### Item 1

#### 1.1 Provider

Urbanest Quay Street Leasing Pty Limited (ACN138 717 076) (**Relevant Trustee**)  
ATF Urbanest Quay Street Leasing Trust (**Trust**)

Address for service

83 Quay Street Sydney NSW 2000, Australia

#### 1.2 Provider Contact Details

Telephone from Australia

Telephone from outside Australia

1800 260 801

+61 2 8091 9959

Email address

quaystreet@urbanest.com.au

### Item 2

#### 2.1 Customer Name

«NameFirst» «NameLast»

#### 2.2 Address for service (if different from address of the premises in item 6.1)

Postcode:

Telephone number

Mobile or cellphone number

«PhoneFixed»

«PhoneMobile»

Email address

«Email»

### Item 3

#### 3.1 Provider's Agent (see clause 28)

Not applicable

### Item 4

#### 4.1 Customer's Representative for Notices (see clause 29)

Address for service

Postcode:

#### 4.2 Telephone numbers

Telephone number

Mobile or cellphone number

Email address

### Item 5 Notices

Notices may be given to the Provider, Customer and Customer's Representative by mail and email but not by fax.

### Item 6

#### 6.1 Accommodation Details

Room number «RoomSpace» Urbanest Quay Street

Accommodation Type Cluster Apartment / Studio Apartment / Twin Share Room / Double Share Room

83 Quay Street, Sydney, NSW 2000, Australia

## 6.2 Inclusions provided.

The Rent is inclusive of the following services and facilities:

- Fully furnished room and apartment including cooktop and oven, fridge/freezer, microwave oven, vacuum cleaner, ironing board, mop and bucket and dustpan and brush in shared living, dining and kitchen area;
- Utility services including water and energy (see Fair Use Policy contained in the House Rules);
- Air-conditioning/heating: allowance of 56 hours cooling/heating per room per week;
- Broadband: base allowance of 500 MB per month; option to top-up to higher capacity plan at additional expense (not included in rent); and
- Contents insurance: AU\$3,000 minimum contents sum insured per customer (subject to excesses and limitations; refer contents insurance policy terms for details).

If the customer is occupying a Studio Apartment under item 6.1, the Rent is also inclusive of cleaning services. The provider will arrange for the customer's room and apartment to be cleaned on a monthly basis (if requested by the customer).

## Item 7 Term

7.1	The term of the agreement is fixed.			
7.2	Starting on <b>(Start Date)</b>	«ContractDateStart»	Ending on <b>(End Date)</b>	«ContractDateEnd»

## Item 8 Rent

### 8.1 Weekly Rate

Rent AU«RoomRate» a week (GST inclusive)

### 8.2 Payment terms

Your Payment Terms: «AccountCode»

Payment cycle	Instalment Amount	Payment dates	Rental Bond See clause 11 of the standard terms.
<i>Fortnightly</i> Every 2 weeks in advance	AU«Fortnightly»	Rent is payable every fourteen (14) days in accordance with the Fortnightly Payment Schedule (attached).  <b>First Payment:</b> Depending on the Start Date in item 7.2, the first payment will be equal to the number of days up until the next payment date in line with the Fortnightly Payment Schedule (attached)  <b>Throughout the term:</b> Ongoing payments will be equal to two (2) weeks rent payable every 14 days according to the Fortnightly Payment Schedule (attached)	AU«Bond4» (GST inclusive) payable by not less than 4 weeks preceding the Start Date
<i>Quarterly</i> Every 3 months in advance	AU«Quarterly»	Rent is payable every three (3) calendar months in line with the Quarterly Payment Schedule  <b>First Payment:</b> Depending on the Start Date in item 7.2, the first payment will be equal to the number of days up until the next payment date in line with the Quarterly Payment Schedule (attached)  <b>Through the Term</b> Ongoing payments will be equal to three (3) calendar months rent payable quarterly according to the Quarterly Payment Schedule (attached)	AU«Bond4» (GST inclusive) payable by not less than 4 weeks preceding the Start Date.
<i>Annually</i> Single annual payment in advance	AU«Annual»	Rent is payable in one (1) payment for the number of nights equal to the duration of the contract, payable on or before the start date in item 7.2 of this agreement.	AU«Bond4» (GST inclusive) payable by not less than 4 weeks preceding the agreement Start Date.

### 8.3 Rent Package:

The Rent includes the accommodation specified in item 6.1 and the services specified in item 6.2.

**Item 9 Method of rent payment**

The customer will pay the Rent to the provided by:

«PaymentType»

Payment of Rent may be made by an alternative method by agreement with the provider.  
(See clause 6(3)(b) of the standard terms).

**Item 10 Rental Increase**

The rent cannot be increased during the term of this agreement. Any request by the customer for a top-up or extension of the services/inclusions referred to in Item 13 will be covered and paid for under a separate contract and will not be treated as a rental variation under this agreement.

**Item 11 Rental Bond**

Rental bond

«Bond4»
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**Item 12 Services to be provided by provider**

As detailed in Item 6.2.

**Item 13 Utility services for which the customer must pay**

As requested by the customer, supply of air-conditioning/heating and broadband services in excess of allowances listed in item 6.2 above.

**Item 14 House Rules**

A copy of the House Rules has been provided to the customer.  
(See clause 16 of the standard terms.)

**Item 15 Number of people in accommodation****Cluster Apartments**

15.1 Only 1 person is allowed to occupy the room, except in the case of a Twin Share Room or a Double Share Room, which can be occupied by a maximum of 2 people (provided that both people have entered into a rooming agreement in respect of that Twin Share Room or Double Share Room)..

15.2 The number of persons occupying rooms in the apartment must not exceed the number of rooming agreements in place for the same apartment.  
(See clause 17 of the standard terms.)

**Studio Apartments**

15.3 The amount of people occupying the apartment must not exceed the number of persons who have entered into a rooming agreement in respect of that apartment at any particular time.

15.4 Without limiting Item 15.4, only 2 people are allowed to occupy a Studio Apartment at any particular time.

**Item 16 Pets**

16.1 No pets may be kept in the room or elsewhere in the apartment or the building.  
(See clause 18(1) of the standard terms.)

16.2 The type and number of pets that may be kept: None.

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

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In this agreement –

- (a) a reference to *the room* includes a reference to any inclusions for the room stated in this agreement for Item 6.2; and
- (b) a reference to a numbered item is a reference to the item with that number in part 1; and
- (c) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a rooming accommodation agreement

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- (1) This part states, the standard terms of a rooming accommodation agreement.
- (2) The house rules for the building are taken to be included as terms of this agreement.
- (3) The provider and customer may agree on other terms of this agreement (*special terms*).

### Division 2 Period of rooming accommodation agreement

#### 3 Start of rooming accommodation agreement

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This agreement commences on the Start Date.

#### 4 Entry condition report

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- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the customer 1 copy of a condition report for the room.
- (3) The copy must be given to the customer on or before the day the customer occupies the room under this agreement.
- (4) The customer must mark the copy of the report to show any parts the customer disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
  - (a) the day the customer is entitled to occupy the room;
  - (b) the day the customer is given the copy of the condition report.

*Note –*

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the customer, the provider must copy the condition report and return it to the customer within 14 days.

#### 5 Continuation of fixed term agreement

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- (1) This clause applies if –
  - (a) under this agreement, rooming accommodation is provided to the customer for a fixed term; and
  - (b) neither the provider nor the customer gives the other party a notice ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

### Division 3 Rent

#### 6 When, how and where rent must be paid

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- (1) The customer must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 8.2.
- (3) The rent must be paid –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the provider or customer giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing.
- (4) The rent must be paid at the place stated in this agreement for item 9.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the customer stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 9 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place –*

  - the provider's address for service
  - the provider's agent's office.

#### 7 Rent in advance

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- (1) The provider may require the customer to pay rent in advance only if the payment is not more than 2 weeks rent.
- (2) The customer may elect to pay more rent in advance if it wishes to do so pursuant to Item 8.2 of this agreement.

#### 8 Rent increases

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- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the customer.
- (2) The notice must state –
  - (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
  - (a) this agreement states for item 10 rent can be increased; and
  - (b) this agreement states for item 10 the amount of the increase or how the amount of the increase is to be worked out; and

- (c) the increase is made in accordance with this agreement.
- (4) The customer is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the customer and for an increase in the rent in payment of the service.

## **9 Rent decreases for matters including loss of amenity or service**

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- (1) This clause applies if –
  - (a) the customer's room or apartment becomes partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the customer or a guest of the customer; or
  - (b) a service provided to the customer under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the customer has not met the customer's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the customer.
- (3) If the provider and the customer can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

## **10 Rent decreases because of customer's absence**

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- (1) This clause applies if either of the following is not provided to the customer because of the customer's absence –
  - (a) a personal care service;
  - (b) a food service, but only if the customer is absent from the room for a continuous period of more than 2 weeks.
- (2) The provider and the customer may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the customer can not agree on a reduction in rent for the period of the absence, the customer may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

## **Division 4 Rental bond**

### **11 Rental bond required**

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- (1) If a rental bond is stated in this agreement for item 11, the customer must pay to the provider or the provider's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the customer signs this agreement.
- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the customer breaches this agreement.  
*Example –*  
The provider may claim against the bond if the customer does not leave the room in the required condition at the end of the rooming accommodation agreement.

### **12 Increase in bond**

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- (1) The customer must increase the rental bond if –
  - (a) the rent increases and the provider gives notice to the customer to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the customer is given the notice.

## **Division 5 Outgoings**

### **13 Charge for utility service**

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The customer must pay an amount for utility services supplied to the room during this agreement if –

- (a) the service is stated in this agreement for item 13; and
- (c) the customer's room is individually metered for the utility service by an appliance approved by the supplying entity.

## **Division 6 Rights and obligations of provider and customer**

### **14 Provider's obligations**

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- (1) The provider has the following obligations –
  - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the customer's room or common areas;
  - (b) to take reasonable steps to ensure the customer –
    - (i) always has access to the customer's room and to bathroom and toilet facilities; and
    - (ii) has reasonable access to any other common areas;
  - (c) to take reasonable steps to ensure the security of the customer's room and the customer's personal property in the room;
  - (d) to maintain the customer's room and common areas in a way that the room and areas remain fit for the customer to live in;
  - (e) to take reasonable steps to ensure the customer's room and common areas and facilities provided in the room and common areas –
    - (i) are kept safe and in good repair; and
    - (ii) subject to any agreement with the customer about cleaning the customer's room or common areas or facilities – are kept clean;
  - (f) not to unreasonably restrict the customer's guests in visiting the customer;

- (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the customer are reasonable, having regard to all the circumstances including the services being provided to the customer under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the customer and a minority of other customers of the provider.
- Example for subclause (2) –*
- Four customers have individual rooms opening out onto a living area which is available for use only by those customers. The provider and the 4 customers may agree that the cleaning of the living area is to be done by the 4 customers.
- (3) The provider must take reasonable steps to ensure the customer has quiet enjoyment of the customer's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the customer in using the customer's room and common areas.

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## 15 Customer's obligations

- (1) The customer has the following obligations –
- (a) to use the customer's room and common areas only or mainly as a place of residence;
  - (b) not to use the customer's room or common areas for an illegal purpose;
  - (c) not to interfere with, and to ensure the customer's guests do not interfere with, the reasonable peace, comfort or privacy of another customer or another customer's appropriate use of the other customer's room or common areas;
  - (d) to pay the rent when it falls due;
  - (e) not to keep an animal in the room or elsewhere in the apartment without the provider's permission;
  - (f) not to intentionally or recklessly damage or destroy, or allow the customer's guests to intentionally or recklessly damage or destroy, any part of the room, apartment or building or any facility contained therein
  - (g) to keep the customer's room and the rest of apartment and inclusions clean, having regard to their condition at the start of this agreement;
  - (h) to maintain the customer's room and the rest of the apartment in a condition that does not give rise to a fire or health hazard;
- Examples of a fire hazard –*
- 1 allowing newspapers to build up in the customer's room
  - 2 blocking access to the customer's room.

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## 16 House rules

- (1) The customer must comply with the house rules for the building.
- (2) The provider must give the customer a copy of the house rules for the building before entering into this agreement.
- (3) The provider or the provider's agent for the room must ensure a copy of the house rules for the building is displayed, at all times, at a place in the building where it is likely to be seen by the customers.
- (4) At least 7 days before making any changes to the house rules for the building, the provider must give a notice to the customer stating the following –
- (a) proposed changes and the day the changes are to take effect;
  - (b) that the customer may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

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## 17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 15.1 may occupy the apartment.
- (2) No more than the number of persons stated in this agreement for item 15.2 may occupy the rooms in the apartment.
- (3) However, more people may occupy the room if the customer and the provider agree.

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## 18 Pets

- (1) The customer may keep pets in the room or elsewhere in the apartment only if this agreement states for item 16.1 that pets are approved.
- (2) If this agreement states for item 16.1 that pets are approved and this agreement states for item 16.2 that only –
- (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

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## 19 Supply of locks and keys

- (1) The provider must supply and maintain all locks necessary to ensure the customer's room is reasonably secure.
- (2) The provider must give the customer a key for each lock that secures an entry to the following –
- (a) the customer's room;
  - (b) the apartment;
  - (c) the building;
- (3) The customer must not make a copy of the key without the provider's permission.
- (4) The customer must not tamper with a door lock in the room, apartment or building.

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## 20 Changing locks

- (1) The customer may request the provider to change or repair a lock that secures entry to the customer's room or apartment if the customer reasonably believes there is the likelihood of –
- (a) risk to the customer's safety; or
  - (b) theft of, or damage to, the customer's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

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## 21 Fixtures or structural changes

- (1) The customer may attach a fixture, or make a structural change, to the room or apartment only if the provider agrees to the fixture's attachment or the structural change.
- Note –*

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

*Examples of terms –*

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

## **22 Provider's right to enter customer's room**

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- (1) The provider or the provider's agent may enter the customer's room during this agreement without notice:
- (a) to clean the customer's room or apartment pursuant to special term 43 or any other cleaning agreement; or
  - (b) to conduct any urgent repairs or maintenance in the customer's room or apartment; or
  - (c) in the event of an emergency; or
  - (d) where it is suspected that the customer's room or apartment has been abandoned.
- (2) The provider or the provider's agent may enter the customer's room after providing 24 hours notice to the customer to:
- (a) carry out inspections; or
  - (b) show the room or apartment to a prospective customer or buyer.

## **Division 7 When agreement ends**

### **23 Ending of agreement**

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- (1) This agreement ends only if –
- (a) the customer and the provider agree in writing; or
  - (b) the provider gives a notice to leave the room to the customer by a stated day and the customer leaves the room; or
  - (c) the provider or customer gives a notice to the other party terminating this agreement on a stated day; or
- Note –*  
See special term 40 for an explanation of the customer's right to terminate where the provider is not in breach of this agreement
- (d) a tribunal makes an order terminating this agreement; or
  - (e) the customer abandons the customer's room; or
  - (f) after receiving a notice from a mortgagee, the customer vacates, or is removed from, the room.
- (2) Also, if a sole customer dies, this agreement terminates immediately.
- (3) If the customer ends this agreement before the expiration of the term (except as a result of the default of the provider) the provider is entitled to recover its reasonable costs incurred (or likely to be incurred) as a result of the early termination of this agreement, including but not limited to, any advertising costs, loss of rent until the room is relet and any other costs reasonably incurred (or likely to be incurred) by the provider in reletting the room, or otherwise as a result of the early termination of this agreement.

### **24 Condition room must be left in**

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At the end of this agreement, the customer must leave the customer's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

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

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

### **25 Keys**

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At the end of this agreement, the customer must return to the provider all keys provided pursuant to clause 19(2).

### **26 Goods or money left behind in room**

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- (1) The customer must take all of the customer's belongings from the room and elsewhere in the apartment at the end of this agreement.
- (2) If the customer leaves behind belongings, the provider must reasonably attempt to contact the customer about the belongings, but if the customer fails to reclaim the belongings within 28 days of the end of this agreement, the provider is entitled to keep the belongings or dispose of them as it sees fit.

## **Division 9 Miscellaneous**

### **27 Supply of goods and services**

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- (1) The provider or the provider's agent must not require the customer to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.

### **28 Provider's agent**

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

## 29 Notices

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- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the customer to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
  - (a) by giving it to the party, agent or representative personally; or
  - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number ; or
  - (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address.
- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the customer, the customer's address for service is taken to be the address of the room.
- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.



### Part 3 Special Terms

Insert any special terms here. See clause 2(4) to 2(6).

30. Definitions: In these Special Terms and Standard Terms:
  - a. "apartment" means the apartment in which the room is located including its fixtures and fittings, floor coverings, doors, services and where applicable includes any apartment common areas.
  - b. "apartment common areas" means the apartment, other than the room and other rooms within the apartment occupied by other customers of the apartment.
  - c. "building" means the building described in item 6 in which the room is situated and includes any building common areas.
  - d. "building common areas" means the entrance area, reception area, stairs, corridors, courtyard, lifts, bicycle store, laundry and any other common areas within the building provided for the benefit of all customers.
  - e. "contents" means the furnishings and effects to be found in the room or apartment as listed in the inventory to be provided to the customer on moving in to the room.
  - f. "room" means the room described in item 6 or any other alternative accommodation provided to the customer by the provider pursuant to special term 34 from time to time.
31. The customer will pay to the provider a rental bond of the amount and at the time as set out in the table in item 8.2.
32. The customer shall accept the room and the apartment as being in good repair and condition as at the Start Date unless the customer informs the provider in writing of any defects in the condition and repair within 3 days of the Start Date.
33. The customer shall accept that all the contents as listed on the room condition report are present in the room and apartment unless the customer informs the provider in writing that items are missing from the inventory within 3 days of the Start Date.
34. The provider reserves the right during the term of this agreement to move the customer to alternative accommodation which is of a reasonably comparable standard to the room occupied by the customer under this agreement (and which may be in an hotel) only in the case of an emergency or for the purpose of completing essential building work provided that:
  - a. the customer is given reasonable notice; and
  - b. the customer will occupy the alternative accommodation on the terms of this agreement (as far as those terms are applicable to the alternative premises).
35. The customer will pay a fair and reasonable proportion, as determined by the provider acting reasonably, of the costs incurred by the provider in making good damage to the room, the apartment, or the building and/or replacing any fixtures or fittings damaged therein which arises due to any act of the customer or any failure by the customer to observe and comply with the obligations of the customer under the rooming agreement.
36. If there is no evidence to the contrary, then the cost of repairing any damage referred to in special term 35 shall be apportioned as if:
  - a. the customer caused the damage to the room;
  - b. all the customers of the apartment caused the damage to the apartment common areas; and
  - c. all the customers entitled to use the building common areas caused the damage to the building common areas.
37. The customer uses and occupies the room, the apartment and the building common areas at his or her risk.
38. The customer releases the provider from any claim for injury or loss of property which the customer has, claims or suffers during the term of this agreement except where it is caused as a result of the negligence of the provider.
39. The customer must not carry on any profession, trade or business in the room, apartment or building.
40. If during the term the customer gives a notice to the provider terminating this agreement under standard term 23(1)(c), unless the provider is in breach of this agreement, the termination day stated in that notice must not be:
  - a. before the End Date of this agreement; and
  - b. less than 7 days after the notice is given.
41. Any rent in advance paid by the customer to the provider under Item 8.2 of this agreement will be credited towards the first two weeks, three months or one year's rent (as applicable) due by the customer under this agreement.
42. If the customer ends this agreement before the Start Date or does not commence occupation of the room on the Start Date (or on some other date agreed with the provider) the provider may recover its reasonable costs associated with the customer's early termination of this agreement, including but not limited to, retaining any rent in advance paid by the customer on the execution of this agreement.
43. If the customer occupies a Studio Apartment, the provider will arrange for the apartment to be cleaned on a monthly basis (if requested by the customer). The customer acknowledges and agrees with the provider that the provider may enter the room and apartment using the provider's master key at any reasonable time without prior notice in order to provide this cleaning service.
44. If any payment owing by the customer to the provider is not paid to the provider within a period of 60 days from the date it is due and payable, the customer acknowledges and agrees that the provider may, without prejudice to any other rights it may have under this agreement, forthwith:-
  - a. apply to the relevant authority for a refund of the whole or a portion of the bond amount to be applied towards the amount owing by the customer to the provider;
  - b. use the customer contact information provided by the customer for the purposes of locating and pursuing the customer for payment of the amount owing by the customer (including without limitation contacting those people that the customer has disclosed to the provider as their emergency contacts);
  - c. refer all contact information provided by the customer to the provider pursuant to this agreement or any other ancillary document to a debt collection agency for recovery of the payment owing; and
  - d. refer the customer to any or all credit registers,and the provider may recover from the customer any costs incurred by the provider in recovering that debt pursuant to this special term 44.
45. The customer acknowledges and accepts that a referral by the provider of the customer to a credit register,

pursuant to special term 44(c), may affect the customer's credit rating and may impact on the customer's ability to qualify for credit generally.

46. The customer will not smoke in any part of the building or in any area surrounding the building designated as a 'no smoking' area from time to time or in any other area where smoking is otherwise prohibited by law (**No Smoking Area**). If a customer is caught smoking in a No Smoking Area, the provider may issue the customer with a \$500 fine (or such other amount specified by the provider acting reasonably) and the customer must pay that fine within 14 days of receipt of the fine from the provider.
47. If, due to the actions of the customer, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges the provider a false call-out charge or any other charge associated with the triggered alarm, the customer will reimburse to the provider the full extent of those charges within 14 days of receipt of an invoice from the provider.
48. If, at any time between 10 pm and 8 am (or such other times notified by the provider to the customer from time to time), the customer misplaces their access card and is unable to gain access to the building, the provider may charge the customer a \$20 fine for providing the customer with access to the building and the customer must pay that fine within 14 days of the provider's request.
49. If, at any time during the term of this agreement, the customer damages or loses their access card the customer will reimburse to the provider the costs incurred by the provider in arranging for, and providing the customer with, a new access card.

50. **Limitation of Trustee Liability**

a. **Limited capacity**

Subject to special term 50(c), **Relevant Trustee** enters into this agreement only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this agreement is limited to, and can be enforced against the Relevant Trustee only to the extent to which it can be satisfied out of the assets of the Trust out of which the Relevant Trustee is actually indemnified for the liability. This limitation of the Relevant Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Relevant Trustee in any way connected with any representation, warranty, conduct, omission, deed or transaction related to this deed.

b. **Limited right to sue**

Subject to special term 50(c), no party may sue a Relevant Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the Relevant Trustee or prove in any liquidation, administration or arrangement of or affecting the Relevant Trustee (except in relation to property of the Trust).

c. **Exceptions**

The provisions of special terms 50(a) and 50(b) do not apply to any obligation or liability of a Relevant Trustee to the extent that it is not satisfied because under the deed governing the Trust, or by operation of law, there is a reduction in the extent of the Relevant Trustee's indemnification out of the assets of the Trust, as a result of the Relevant Trustee's fraud, negligence or breach of trust.

d. **Limitation on authority**

No attorney, agent, receiver or receiver and manager appointed in accordance with this agreement has authority to act on behalf of a Relevant Trustee in a way which exposes the Relevant Trustee to any personal liability, and no act or omission of any such person will be considered fraud, negligence or breach of trust for the purpose of special term 50(c).

## Execution Clause

### Signed by the Provider

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Signature of Attorney

Signed by \_\_\_\_\_

as attorney for **Urbanest Quay Street Leasing Pty Limited (ACN 138 717 076) ATF Urbanest Quay Street Leasing Trust** under power of attorney dated 17 June 2010  
who states that he has no notice of revocation of the said power of attorney in the presence of

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Signature of witness

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Name of witness (print)

On the                      day of                      20\_\_

### Signed by the Customer

Name of the Customer

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Signature of the Customer

Indicate if acting on authority under *Guardianship and Administration Act 2000* or *Powers of Attorney Act 1998*

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In the presence of (witness)

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On the                      day of                      20\_\_

## urbanest Payment Schedules

Fortnightly Payment Schedule			
Every Monday unless the payment date falls on a public holiday in which case it is the next working day			
2/01/2012	9/04/2012	16/07/2012	22/10/2012
16/01/2012	23/04/2012	30/07/2012	5/11/2012
30/01/2012	7/05/2012	13/08/2012	19/11/2012
13/02/2012	21/05/2012	27/08/2012	3/12/2012
27/02/2012	4/06/2012	10/09/2012	17/12/2012
12/03/2012	18/06/2012	24/09/2012	31/12/2012
26/03/2012	2/07/2012	8/10/2012	
Quarterly Payment Schedule			
If payment date falls on a public holiday payment will be taken next working day			
1/01/2012	1/04/2012	1/07/2012	1/10/2012