

URBANEST PTY LTD  
SUITE 102, LEVEL 1  
AUSTRALIA SQUARE, PLAZA BUILDING  
95 PITT STREET  
SYDNEY NSW 2000  
ABN: 94 128 382 310

PHONE: +61 2 8404 0234

FAX: +612 9518 8567

[WWW.URBANEST.COM.AU](http://WWW.URBANEST.COM.AU)

## **Operational & Security Plan of Management**

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Sydney International Convention, Exhibition &  
Entertainment Precinct.

W1 Student Accommodation Building

Western Plot Darling Drive

SSDA12

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# 1 Introduction

This report supports a State Significant Development (SSD) Development Application (DA) submitted to the Minister for Planning pursuant to Part 4 of the *Environmental Planning and Assessment Act 1979* (EP&A Act).

The Application (referred to as SSDA 12) follows the approval of a staged SSD DA (SSDA 2) in December 2013. SSDA 2 sets out a Concept Proposal for a new mixed use residential neighbourhood at Haymarket referred to as “Darling Square”, previously known as “The Haymarket”. Darling Square forms part of the Sydney International Convention, Exhibition and Entertainment precinct (SICEEP) Project, which will deliver Australia’s global city with new world class convention, exhibition and entertainment facilities and support the NSW Government’s goal to “make NSW number one again”.

More specifically this subsequent DA seeks approval for a residential building (student accommodation) within the Western development plot (Darling Drive) of Darling Square and associated public domain works. The DA has been prepared and structured to be consistent with the Concept Proposal DA.

## 1.1 OVERVIEW OF THE PROPOSED DEVELOPMENT

The proposal relates to a detailed (‘Stage 2’) DA for a residential building (student accommodation) in the Darling Drive Plot of Darling Square together with associated public domain works. The Darling Square Site is to be developed for a mix of residential and non-residential uses, including but not limited to residential buildings, commercial, retail, community and open space. The Darling Drive Plot is one of six development plots identified within the approved Concept Proposal.

More specifically, this SSD DA seeks approval for the following components of the development:

- Demolition of existing site improvements;
- Associated tree removal and planting;
- Construction and use of one residential building within the Darling Drive Plot, to be used for student accommodation purposes;
- Public domain improvements, including provision of a new urban courtyard space between student accommodation buildings W1 and W2; and
- Extension and augmentation of physical infrastructure / utilities as required.

## 1.2 BACKGROUND

The NSW Government considers that a precinct-wide renewal and expansion of the existing convention, exhibition and entertainment centre facilities at Darling Harbour is required, and is committed to Sydney reclaiming its position on centre stage for hosting world-class events with the creation of SICEEP.

Following an extensive and rigorous Expressions of Interest and Request for Proposals process, a consortium comprising AEG Ogden, Lend Lease, Capella Capital and Spotless was announced by the NSW Government in December 2012 as the preferred proponent to transform Darling Harbour and create SICEEP.

Key features of the Preferred Master Plan include:

- Delivering world-class convention, exhibition and entertainment facilities, including:
  - Up to 40,000m<sup>2</sup> exhibition space;
  - Over 8,000m<sup>2</sup> of meeting rooms space, across 40 rooms;
  - Overall convention space capacity for more than 12,000 people;
  - A ballroom capable of accommodating 2,000 people; and
  - A premium, red-carpet entertainment facility with a capacity of 8,000 persons.
- Providing a hotel complex at the northern end of the precinct.

- A vibrant and authentic new neighbourhood at the southern end of the precinct, now called 'Darling Square', including apartments, student accommodation, shops, cafes and restaurants.
- Renewed and upgraded public domain that has been increased by a hectare, including an outdoor event space for up to 27,000 people at an expanded Tumbalong Park; and
- Improved pedestrian connections linking to the proposed Ultimo Pedestrian Network drawing people between Central, Chinatown and Cockle Bay Wharf as well as east-west between Ultimo/Pymont and the City.

On 21 March 2013 a critical step in realising the NSW Government's vision for the SICEEP Project was made, with the lodgement of the first two SSD DAs with the (now) Department of Planning and Environment. The key components of these proposals are outlined below.

### 1.2.1 PUBLIC PRIVATE PARTNERSHIP SSD DA (SSD 12\_5752)

The Public-Private Partnership (PPP) SSD DA (SSDA 1) includes the core facilities of the SICEEP Project, comprising the new, integrated and world-class convention, exhibition and entertainment facilities along with ancillary commercial premises and public domain upgrades. SSDA1 was approved on 22 August 2013.

### 1.2.2 CONCEPT PROPOSAL (SSD 13\_5878)

The Concept Proposal SSD DA (SSDA 2) establishes the vision and planning and development framework which will be the basis for the consent authority to assess detailed development proposals within the Darling Square Site. SSDA2 was approved on 5 December 2013. The Stage 1 Concept Proposal approved the following key components and development parameters:

- Indicative staging of demolition and development of future development plots;
- Land uses across the site including residential and non-residential uses;
- Street and laneway layouts and pedestrian routes;
- Open spaces and through-site links;
- Six separate development plots, development plot sizes and separation, building envelopes, building separation, building depths, building alignments, and benchmarks for natural ventilation and solar access provisions;
- A maximum total gross floor area (non-residential and residential GFA);
- Above ground car parking including public car parking;
- Residential car parking rates;
- Design Guidelines to guide future development and the public domain; and
- A remediation strategy.

In addition to the approval of SSDA2, the following approvals have been granted for various stages of the Darling Square site:

- Darling Drive (part) development plot (SSDA3) for the construction and use of a residential building/W2 (student accommodation) and the provision of associated public domain works approved on 7 May 2014;
- North-West development plot (SSDA4) for the construction and use of a mixed use commercial development and public car park building and associated public domain works approved on 7 May 2014; and
- South-West development plot (SSDA5) – construction and use of a mixed use residential development and associated public domain works approved on 21 May 2014.
- North-East development plot (SSDA7) – construction and use of a mixed use residential development and associated public domain works approved on 16 April 2014.

Approval was also granted on 15 June 2014 for SSDA6 which includes the construction and use of the International Convention Centre (ICC) Hotel and provision of public domain works.

This report has been prepared to support a detailed Stage 2 SSD DA for a residential building/W1 (student accommodation) and associated public domain works within Darling Square (SSDA 12), consistent with the Concept Proposal (SSDA 2).

### 1.3 SITE DESCRIPTION

The SICEEP Site is located within Darling Harbour. Darling Harbour is a 60 hectare waterfront precinct on the south-western edge of the Sydney Central Business District that provides a mix of functions including recreational, tourist, entertainment and business.

With an area of approximately 20 hectares, the SICEEP Site is generally bound by the light rail Line to the west, Harbourside shopping centre and Cockle Bay to the north, Darling Quarter, the Chinese Garden and Harbour Street to the east, and Hay Street to the south (refer to **Figure 1**). The Darling Square Site is:

- located in the south of the SICEEP Site, within the northern portion of the suburb of Haymarket;
- bounded by the Powerhouse Museum to the west, the Pier Street overpass and Little Pier Street to the north, Harbour Street to the east, and Hay Street to the south; and
- irregular in shape and occupies an area of approximately 43,807m<sup>2</sup>.



**Figure 1** – Aerial Photograph of the SICEEP Site

The Concept Proposal DA provides for six (6) separate development plots across the Darling Square Site (refer to **Figure 2**):

1. North Plot;
2. North East Plot;
3. South East Plot;
4. South West Plot;
5. North West Plot; and
6. Western Plot (Darling Drive).

The Application Site area relates to the northern portion of the Western Plot and surrounds as detailed within the architectural and landscape plans submitted in support of the DA.



**Figure 2 – Concept Proposal Development Plots**

## 2 Urbanest

Urbanest's objective is the specialist provision of high quality serviced hostel type accommodation for students, with a hospitality ethos and within prime locations in Australia. Urbanest was established in 2008 and has plans to become the largest independent owner and operator of student accommodation in the country.

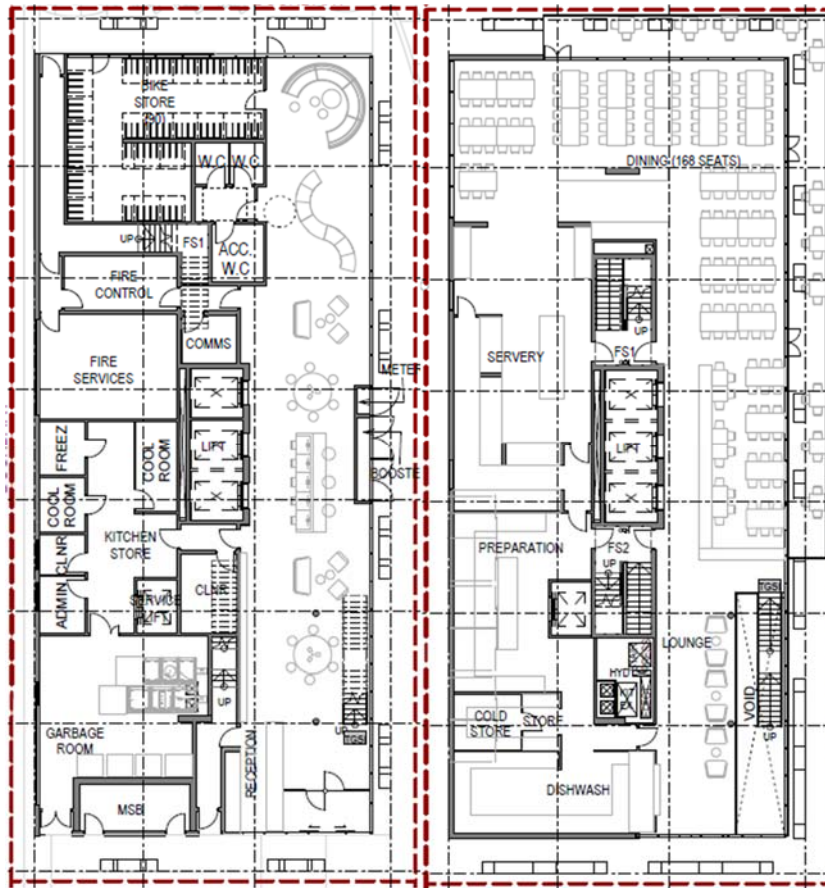
The proposed Darling Drive W1 Student Accommodation Building will represent Urbanest's eighth operational student accommodation development with the other facilities located Brisbane, Adelaide and Sydney.

Urbanest provides a safe and secure environment for all students, including younger first year University students away from home for the first time, to the more mature students. The accommodation is based on a self care model where students rent a single occupant room or shared rooms with shared communal kitchen and lounge rooms.

The proposed Darling Drive scheme offers accommodation for 668 students in 520 units. Accommodation is provided in 2 core product types with variations existing within each type to provide students with a variety of product options and corresponding price points.

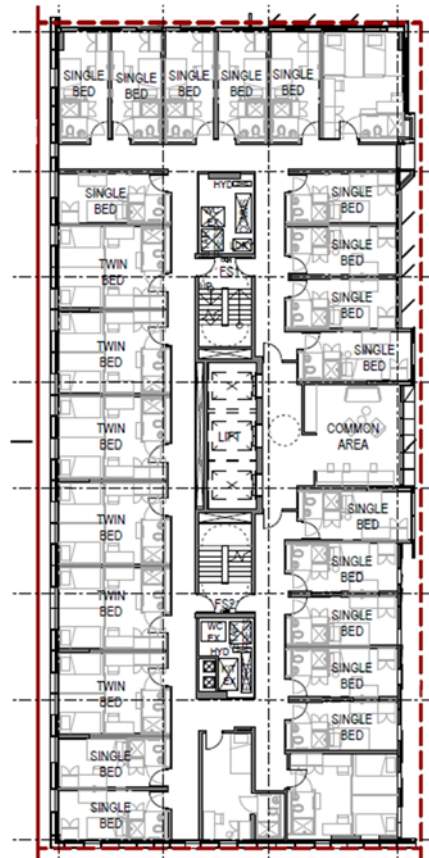
### 3 The Proposal

The proposal includes the construction of a ground plus 21 storey building containing residential accommodation and a variety of communal spaces both on the lower two levels and each residential level. This building is a variation on the typical Urbanest model whereby a fully serviced accommodation offering is to be provided based around a central catering facility.



Ground Floor

First Floor



Typical Floor

### 3.1 THE BUILDING

The proposed floors are to have the following uses:

- **Ground Floor:** Back of house including bin stores, bike stores and other plant and service areas. Back of house facilities for the catering facility located on Level 1. The main entrance is located at the southern end of the building facing onto the courtyard separating the W1 and W2 buildings and addressing the pedestrian crossing providing access to the east to the rest of the Haymarket precinct. A communal lounge area, reception and office area are located on this level.

DDA access to the building is provided from this level (see Access report for further details).

- **Level 01:** The catering facility is located on level 1 providing dining facilities for the entire population of the W1 building. An external deck to the north eastern corner of the building and a bridge link to the adjacent W2 building is also provided at Level 1.
- **Level 02 - 21:** These floors are entirely occupied by residential accommodation with a mixture of twin and single accommodation. Common spaces are provided on each level.
- **Level 22:** Essential building services plant.

The building will provide bicycle parking and the use of public transport will be actively promoted by the onsite management team through the use of a comprehensive advisory service and information boards. There will be no provision for onsite car parking for the student accommodation, consistent with the approved approach for the adjacent W2 student accommodation building.

### 3.2 FACILITIES

Site facilities include:

- Catering facility and Communal Dining Hall
- Communal Recreation Areas
- Games & TV Rooms
- Study Areas
- Laundry
- Wifi internet access / Vending machines
- Garbage Room
- Bicycle Storage

A dual garbage chute will be provided with access from each floor for general waste and co-mingled recycling.

The rooms will be naturally ventilated with the provision of openable windows (in accordance with the requirements of the planning consent), ventilation grills and undercut doors to facilitate natural ventilation. Air conditioning will also be provided with management able to monitor use and intervene in circumstances of excessive use.

### 3.3 ACCESS

All access to and within the building will be controlled via the use of electronic swipe cards.

## 4 Product Type and Mix

The proposed scheme offers 2 core product types with variations therein, which include the following:

UNIT TYPE	NUMBER OF UNITS	BEDS	DESCRIPTION
Single Ensuite	371	371	One person per room, each with its own en-suite.
Twin Ensuite	148	296	Two people per room, each room with an en-suite.
Manager Suite	1	1	Dedicated suite for on site Manager
<b>TOTAL</b>	<b>520</b>	<b>668</b>	

TABLE 1 – PRODUCT MIX TABLE

There are a total of 520 units, with a total of 668 beds. This capacity allows for one person per bed.

Each bedroom consists of a bed with under-bed storage, bedside cabinet, desk with drawers and shelf space, a wardrobe, notice board and carpet or wood flooring, fire detection system and a high speed internet connection. They are also provided with an entry phone, communal hot water supply; card operated security key system and all communal living space within the accommodation is provided with air conditioning

Each ensuite bathroom/share bathroom will consist of an enclosed shower unit, basin, toilet, storage space and shelving.

## 5 Operational Management

Urbanest has extensive experience in the construction and operation of student accommodation buildings both within Australia and the United Kingdom. The W1 Student Accommodation project builds upon this experience of designing, developing and managing quality student communities with a resulting high level of resident satisfaction.

Urbanest's business model is unique, insulated from property industry cycles with progress not dependent upon pre-selling or pre-leasing. Unlike other providers of student accommodation, Urbanest is a developer/owner/operator who does not dispose of its assets. This incentivises the development of great quality, long lasting built form. This model allows for a single point of contact within the community, and an organisation with a vested interest in maintaining mutually beneficial long term relationships with stakeholders.

Urbanest has an important role in relieving housing shortages, encouraging use of public transport and contributing to urban regeneration.

The following sections explain and outline the operational aspects to be implemented at the site to ensure the smooth operation of the development.

### 5.1 URBANEST STAFF

#### 5.1.1 STAFF SELECTION AND APPOINTMENT

The building will have coverage 7 days a week by trained Urbanest staff providing management functions and servicing the student population of the development. All recruitment begins with the provision of formal job descriptions and personal requirements, supported by a values based selection process ensuring that in addition to the required technical skills and experience, all team members share common work philosophies and ethics.

#### 5.1.2 STAFF DEVELOPMENT

Formal development programmes ensure the personal and career development of staff, which is reviewed twice annually. Reward and recognition schemes, including regular awards and peer recognition, play an important role in employee development. Staff excellence and enthusiasm is also formally measured by way of an annual confidential resident survey.

All management staff will be trained in emergency procedures and will utilise operational management experience from other Urbanest sites.

### 5.2 RESIDENT INDUCTION AND HOUSE RULES

The premises will have a total of 667 students (plus one on site manager apartment) when fully occupied, with additional management staff. Students will complete a Residential Tenancy Agreement that allows tenure to a hostel room conditional on compliance with relevant controls and the House Rules.

On arrival, students are given a thorough induction which includes –

- A tour of the building highlighting emergency exits, escape routes and evacuation procedures;
- Overview of the facilities provided within the premises and surrounding amenity
- Health and safety processes
- Explanation of the garbage facilities
- Provision of information on how to contact emergency services and the respective relationship contacts at the Police Local area Command,

- Other do's and don'ts for residents to ensure a safe and secure environment.

A management plan will be prominently displayed in the reception of the building's main entrance.

Residents will all be provided with a copy of the House Rules. These rules inform residents of the buildings' operation, health and safety procedures and emergency contact details, including Police, Fire and Ambulance and contacts at the Local Area Command. A copy of the House Rules is attached to this plan.

Safety and other statutory inspections will be carried out regularly by the management team, the results of which will be used as a key performance management tool and financial reward mechanism.

### 5.3 MARKETING AND LETTINGS MANAGEMENT

The average period of stay for students is between 26 and 52 weeks.

The sales team is coordinated from Urbanest's Sydney head office to undertake the following services for the facility:

- Development of marketing and letting campaigns
- Production and distribution of marketing materials
- Back of office accounting support for onsite staff

Management will review each application as part of the Application Review Process, with the tenant responsible for providing the following:

- Confirm enrolment in the relevant tertiary institution
- Complete an application form
- Provide a bond
- Provide emergency contact details

Upon confirmation of a successful application, each student is required to enter into a Residential Tenancy Agreement (refer to template in Appendix B). Management will undertake periodic inspections under the Residential Tenancy Agreement, in order to prevent additional allowable occupants living within hostel bedrooms. Should further occupants be found sharing rooms, the resident will be in breach of their Residential Tenancy Agreement with management reserving the right to terminate the agreement.

### 5.4 RECEPTION OPERATIONS

The building will be staffed appropriately to meet resident needs and ensure residents' safety and well-being. Typically, the staffing profile will be comparable to that of a hotel operation, over and above that required for student hostel accommodation.

On-site management will be responsible for access control, resident communications, services recovery, defect monitoring, rectification processes, complaint handling, incident investigation and arbitration of disputes.

The development's on-site reception will be situated on the ground floor, and will coordinate the following services for the residents:

- Accommodation viewings
- Enquiry handling (face to face, telephone, web based)

- Deposit and bond collection and administration
- Residential Tenancy Agreement production and administration
- Invoicing and rent collection.
- Room and share apartment inspections.
- Check –ins/outs

## 5.5 DISABILITY PROVISIONS

The development has been designed to ensure equality, independence and functionality to people with disabilities inclusive of –

- People with sensory impairment (hearing and vision)
- People with mobility impairments (ambulant and wheelchair)
- People with dexterity impairments

All statutory requirements for disability access to the residential accommodation units and all student common spaces and facilities have been provided for. Upon application for accommodation, management will provide a comprehensive building and facility tour for any residents with a disability. In addition, management maintains a policy of forming close relationships with any resident disabled students to ensure that their safety and wellbeing is appropriately catered for, especially in times of emergency.

## 5.6 SEASONAL LOADING/UNLOADING

Demand for loading/unloading will peak at the beginning and end of semester. The Urbanest facility will be fully furnished therefore students typically turn up with suitcases only and there is no requirement for formal loading spaces for small to medium trucks.

Urbanest's on site management team would manage and arrange the arrivals and departures of all students at the beginning and end of each semester. Individual arrival times will be arranged with each student to ensure there is sufficient capacity in the drop off zones outside the building on Darling Drive as well as at the Urbanest reception for arrival processing.

This loading/unloading would be serviced via the proposed drop off/loading zone which is incorporated as part of the development on the eastern boundary of the site adjacent to Darling Drive.

From December 2016 a new car park will have been constructed on the opposite side of Darling Drive which will further add to capacity in the area if it is required.

## 5.7 SECURITY & SAFETY

Particular importance is placed on providing a safe and secure environment for the residents. The buildings will be secured by way of a proximity card and CCTV system. Personal safety and awareness sessions are also part of the resident induction and are conducted at the start of each semester.

A copy of the fire safety statement and current fire safety schedule for the premises will be prominently displayed in the reception area, a floor plan showing emergency exits will be fixed to the inside of every apartment.

## 5.8 RESIDENT WELFARE AND RELATIONS

Information boards will be located within social areas of the building and will serve as communication points for advising residents of community issues, student welfare services and upcoming social events.

Translated documents and multi-lingual Urbanest team members will ensure that the information contained therein is made available to all ethnic groups.

A crucial element of the student hospitality experience will be the building of a strong residential community which has pride in its living facilities. Informal peer-regulated control of the living environment will be sought, with management obtaining regular feedback on the level and quality of its service. Suggestions from residents for continuous service and facility improvement will be encouraged.

Urbanest's on-site management team will be the first line of response to any pastoral and welfare issues, and will devise social programmes to cater to the needs of the diverse residential community. Social programmes will utilise both on and off campus facilities and include group activity such as sports leagues, visiting tourist attractions, entertainment venues, book readings, drama groups and "swap shops" for academic books. As part of the ongoing resident relations, Urbanest's operation's management team will provide daily and weekly activities for residents (where there is interest), to be held in the ground floor communal areas. Such activities will include residents with disabilities.

An evening Resident Support Assistant (RSA), recruited from amongst the residents, will serve an administrative role and forge a relationship between staff and residents. The RSA will encourage feedback on social events and will assist in understanding the opportunities for Urbanest's service and product improvement.

A resident satisfaction survey will be carried out annually to establish how well expectations have been met with regard to service satisfaction.

## 5.9 NEIGHBOUR RELATIONS

Urbanest prides itself in being an active and integrated member of the local community. As Urbanest does not build and sell off, the establishment of mutually beneficial relationships with the local community is key to the success of the Urbanest properties. This is fundamental to Urbanest owning and operating our student accommodation developments for the long term. As part of this strategy, relationships are established with key local business and service providers (such as hotels/convenience stores/restaurants) to provide a comprehensive offering to students, increase patronage of local businesses and create a conduit between the local community and the Urbanest community for the benefit of security and welfare of both the students and the community.

## 5.10 COMPLAINT HANDLING

### 5.10.1 RESIDENT COMPLAINT HANDLING AND CONFLICT RESOLUTION

Complaint handling procedures will be adopted by Management to effectively manage and respond to any complaints received from residents. Conflict situations between residents, will be addressed promptly and resolved in accordance with conflict resolution policies and procedures.

### 5.10.2 PUBLIC COMPLAINTS – (NEIGHBOURHOOD)

All public complaints will be dealt with by the management team and treated seriously. Complaints will be thoroughly investigated, with recipients of valid complaints issued with written warnings. The management team will do all it can to remedy public complaints as effectively and efficiently as possible.

## 5.11 MAINTENANCE

A reactive and planned maintenance strategy for the building will be put in place to ensure the buildings are maintained in good order.

Cleaning of lobbies and communal entrances will take place daily. Management will ensure that the premises are kept clean and tidy and that external windows are cleaned twice annually or more frequently where needed.

Any additional emergency maintenance will be provided by partner contractors to an agreed response time depending on the nature of the incident such as a threat to health, safety and security.

## 5.12 ALCOHOL AND DRUG USE POLICY

The responsible service and use of alcohol is maintained at all times in Urbanest developments to ensure the safe and respectful enjoyment of all residents. Alcohol consumption is only permitted within students' accommodation areas with the exception of Urbanest hosted events in the presence of management. Misuse of alcohol will be investigated by management and will be dealt with accordingly.

Possession, cultivation, usage or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use of illegal drugs or substances is prohibited and will result in termination of the student's Residential Tenancy Agreement and notification to police.

Please refer to Urbanest House Rules for further information in relation to Urbanest's policies on alcohol and drug use.

## 5.13 SMOKING AREAS

Urbanest have a no smoking indoors policy, which will be strictly enforced.

## 5.14 EXTERNAL COMMON SPACE USE POLICY

Urbanest believe in maximising the amount of private open space for the enjoyment of residents within the community of the building. Such private open space is provided within the deck provided at Level 1 and is for the exclusive use of the residents of the development.

The privilege of external common space comes with an obligation to ensure both the safety of the residents/public and the peaceful enjoyment and amenity of our neighbours are maintained at all times. This balance is achieved through –

- Considered design of the deck to encourage passive recreation and mitigate safety risks.
- Use of secure access control and management procedures to regulate the hours of operation as follows
  - Mon-Thurs: 8am -10pm
  - Fri – Sun: 8am – 11pm
- Enforcement of the Urbanest House Rules with respect to the behaviours expected of our residents.
- Establishment of maximum capacity to ensure safe use.

With respect to the impact of the use of the external common spaces on the internal amenity of the development, Urbanest live-in management maintains a policy of fair and equitable use of all common spaces for the both the benefit and quiet enjoyment of all residents. The Urbanest House Rules provides an effective management tool for the use of such spaces. It is of paramount importance to Urbanest that the balance between successful operation of the building and satisfaction of neighbours and students is achieved.

Further information on Urbanest's noise management plan are contained within the Urbanest House Rules.

## 5.15 OUTDOOR CINEMA

To be approved under SSDA12, the W1 Student Accommodation will feature an outdoor cinema screen with amphitheatre seating, located in the central courtyard between the W1 and W2 student accommodation buildings as indicated on the architectural and landscaping plans accompanying the SSDA12 submission.

The outdoor cinema screen is to be located on the western façade of the bridge link connecting the W1 and W2 buildings following consultation with Transport for NSW regarding the most appropriate location with respect to rail operations.

The outdoor cinema will not be provided with speaker facilities with students instead required to connect to the wireless audio system via their smartphone or other enabled personal device. The content of any screenings are to be reviewed and approved by management prior to presentation.

Due to the design of the amphitheatre, the capacity will be approximately 50 persons and the hours of operation are proposed to be –

- Mon-Thurs: 9am -10pm
- Fri – Sun: 9am – 11pm

Despite the above hours of operation, it is noted that screenings will only take place for particular events/movies and the outdoor cinema screen will likely remain inactive for the majority of the time.

## 5.16 WASTE MANAGEMENT

Urbanest actively promotes environmental sustainability through the establishment and facilitation of sustainability committees where students are engaged to alter their habits to increase environmental sustainable awareness.

Provision will be made for residents to recycle waste, including the provision of separate waste bins and garbage chutes on each floor for general waste and co-mingled recycling. Students will be required to undertake their own waste management, with removal of waste from rooms and living / dining areas to the garbage chute on each floor

The collection of refuse will be coordinated by a private contractor who will pick-up refuse from the loading zone on Darling Drive and manually remove refuse and recycling material from the garbage rooms on a regular basis, and as frequently as required.

## Appendix A

## House Rules

# HOUSE RULES

Subject to the terms of the Rooming Accommodation Agreement and any applicable legislative provisions, the House Rules of urbanest are as follows:

## 1. INTRODUCTION

Rules and regulations are part of any living agreement, but we have endeavoured to avoid overloading your new living experience with stuffy and overbearing ones.

These Rules are a supplement to the Rooming Accommodation Agreement which you will sign before staying at urbanest. They provide information about our standards and procedures for you and your neighbours.

Any failure by you to comply with these Rules, and any update or variation of them, will constitute a failure to comply with the provisions of the Rooming Accommodation Agreement and may lead to disciplinary action including termination of your right to occupy your room or share apartment. We don't want that and we know you don't want that, so let's see what they are.

## 2. ROOM AND/OR SHARE APARTMENT CHECK-IN INSPECTION RECORD

Within the first 72 hours, amid all the buzzing excitement of moving into a new home, you will be required to fill out a Check-In Inspection Record. This form will be given to you on arrival, and is a list of all the items that you can expect in the room and/or share apartment. We need you to do a detailed inspection of the room and/or share apartment and confirm that there are no damaged or missing items.

If you don't report any issues to us within the first 72 hours of moving in, we will take it you are satisfied with the condition of the room and/or share apartment and that it was in a good and undamaged condition when you moved in. This is important as when you leave urbanest, you will be billed for any damaged or missing items that were not reported and agreed with us on the Check-In Inspection Record within the first 72 hours of your stay.

## 3. GOING TO BE AWAY?

If you are leaving urbanest for an extended period of time, let someone know. It will avoid people unnecessarily worrying about you. Of course, if we hear that no one has seen you for a couple of days or knows of your whereabouts, we may check your room and/or share apartment to make sure you're okay.

## 4. LAUNDRY

Our laundry facilities often serve as a surprising social hub. Amidst the fun and banter, please share them fairly with others, and use them appropriately.

And be careful, because urbanest is not responsible for any damage caused to your clothes or other items resulting from your use of the laundry facilities.

## 5. BIKES

We think that a bicycle is one of the best ways to get around. So we have provided a purpose built storage area for your bike, which is free of charge and accessible day and night. Bikes are not allowed to be taken into the rooms and/or share apartments.

urbanest is not responsible for the security of or any damage sustained to your bicycle left in the storage area or anywhere else. We strongly recommend that you use a lock when you are not pedalling around.

Please remember that wearing a bike helmet is compulsory when riding on public roads in Australia. Good sense and the law come together on that one.

## 6. CAR PARKING

urbanest has no parking spaces for cars or motorbikes. We are so centrally located that we can't think of too many reasons why you'd need transport but, if you do, public transport services are within walking distance. You can always ask our friendly urbanest Team for the best way to get around.

## 7. YOUR ACCESS CARD

If you lose or damage your access card, your key to everything at urbanest, you will be issued with a replacement at a small cost.

So look after it! If it's faulty, the new card will be on us.

## 8. LOOKING AFTER YOUR LIVING SPACE...

Your room and/or share apartment is your space to live. That means you can work, rest and play to your heart's content. However, there are a few rules regarding these areas that will ensure everyone enjoys their urbanest experience.

### a. Decorating

Bring your posters and photos and personalise your new room, but keep in mind what you use to affix them. Most adhesives will remove paint, while nails and screws will leave lasting damage to the walls, and any damage will incur a charge at the end of your stay.



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# HOUSE RULES

## 8. LOOKING AFTER YOUR LIVING SPACE (CONTINUED)...

Stick to reusable putty type adhesives such as Blu-Tack; a great, 'urbanest-friendly' alternative.

### b. Candles, Incense etc

Although it makes for setting a great mood, the use of candles, incense and oil burners are not allowed in any room and/or share apartment. This is because of fire restrictions, not any aversion to romance.

### c. Carpet and vinyl flooring

Floor coverings such as carpets and vinyl can get pretty shabby if they're mistreated, and any damage made to this flooring will incur a fee. If it's in your room, the cost will be your responsibility. If it's in a common area of your share apartment, it will be divided proportionately amongst the customers of the share apartment.

When you check-out, a detailed assessment will occur to make sure the flooring is in the same condition as at the start of your stay. Of course, some areas get more traffic than others, so fair wear and tear will be taken into account in any condition assessment.

### d. Cleaning

The urbanest Team will be working round the clock to make sure all the common areas stay clean and comfortable, and looking great. In return we ask that you regularly:

- Dust and vacuum your room.
- Maintain the cleanliness of your share apartment. This includes regularly wiping down appliances and vacuuming the lounge area.
- Remove general rubbish to the ground floor refuse area.

Too busy or can't be bothered cleaning? Ask at our Reception Desk for a professional weekly or monthly clean that comes with a small fee. If you happen to be staying in a Studio Apartment, you're lucky, because cleaning is provided to you on a monthly basis as part of your deal. These rules are not only to keep your life comfortable and hygienic, but to ensure others can share a clean living space as well.

### e. Kitchen

Good food is part of a great lifestyle, so use your culinary skills to whip up any and all meals in the kitchen. However keep the cooking to the kitchen, as electric woks/frying pans and other mobile cooking devices which you could use for a snack in your bedroom are prohibited.

If you're cooking for more than just yourself, you can always try the BBQ in our courtyard area. The refrigerators supplied in the share apartments have been appropriately sized to meet the needs of the number of customers in each share apartment. To avoid a huge energy bill and help protect the environment, additional refrigerators are not allowed in rooms or share apartments.

### f. Damage caused

You are responsible for any damage to or loss of property in your room and/or share apartment. If the damaged or lost item was located in your room, you will be held responsible and billed. If the damaged or lost item was located within a share apartment then all customers who live in the share apartment will be held responsible and billed an equal share unless responsibility can be attributed to a specific person.

You are also responsible for the conduct of your guests and any misconduct, injury to any person or property damage caused by them. Recipients of a bill for damage have 5 working days from the issue of the invoice by the urbanest Team in which to pay or request a review of the invoiced claim.

If you have received an invoice for damaged or lost property, please take care of it immediately.

### g. Modifications to buildings and rooms

The rooms at urbanest have many clever storage spaces and places to put your things but if you need more, please feel free to bring extra furniture such as shelves or side tables to make your room/share apartment more like home. However, please do not repaint, alter or add any permanent fixtures that require attaching to the walls or floor. If you're in any doubt please ask us, and we will see what we can do to make your stay more comfortable.

Any unauthorised alterations will be removed or repaired at your expense.

### h. Air conditioning

Your room and/or share apartment is equipped with split unit reverse cycle (ie cooling and heating) air conditioning that you can control yourself. Included in your accommodation package is a daily allowance of 8 hours cooling or heating. If you exceed this allowance over a continuous fortnightly assessment period, your air conditioning may be restricted until your allowance is refreshed in the next assessment cycle. Of course, we'll give you warning that you are exceeding your allowance so that you can adjust your usage patterns before restrictions apply.



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# HOUSE RULES

## 8. LOOKING AFTER YOUR LIVING SPACE (CONTINUED)...

Other practices that will help save energy and ensure the efficient and effective operation of your air conditioning are:

- (i) Switch off air conditioning when you are not in your room and/or the share apartment.
- (ii) keep the thermostat set at manufacturer recommended temperature of 24°C. Every 1°C lower can increase running costs by up to 15% and cause the air conditioning unit to over-work and breakdown.
- (iii) Keep doors closed to improve effectiveness.

## 9. PETS

Sorry, there are to be no pets (including fish) kept in your room and/or share apartment. It's not that we hate animals, we just know that mess, allergies and noise comes with even the cutest little creature.

The only exception would be a guide (seeing eye) dog.

## 10. ALCOHOL

Having a 'drink' is an accepted social practice in Australia and it's not our business to say whether you should or should not consume alcohol except to insist that, if you are to do so at urbanest, it must be only within your room or share apartment unless it's an urbanest hosted event. What we do take an interest in is that alcohol consumption should be responsible and should not impact on others. Whether you're drinking alcohol or not, please bear in mind that your behaviour will always impact on someone else. Make sure the impact is positive. Any instances of anti-social drinking will be investigated by the urbanest Team and will be dealt with accordingly.

## 11. SMOKING

There is to be no smoking of any substance inside or immediately outside the building.

## 12. DRUGS

The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or the possession of any equipment to aid the use of illegal drugs or substances is prohibited.

Breaching this rule, in any form, is considered serious misconduct and will result in urbanest terminating your Rooming Accommodation Agreement and reporting the incident to the police.

## 13. PARTIES

urbanest loves a party and we understand that they play a central role in urbanest; as a way of getting to know each other and of celebrating our friendships. Therefore we will commit to not intervening in a celebration unless it negatively encroaches on the needs of others, or violates any of this document's rules. So specifically, the party must:

- have the express consent of other customers in your share apartment, including an agreed curfew and finishing time;
- be limited to guests that you know and can identify;
- serve alcohol responsibly; and
- limit noise and music, paying special attention late at night and during semester.

If you hold a party, we will hold you responsible for all your guests and all negative or anti-social behaviour that results. We want you to have a wild time at urbanest, while always keeping in mind the general well-being of your neighbours.

## 14. NOISE

Play your music, watch the TV, but always be mindful of the noise that you produce. You are responsible for keeping a liveable environment for everyone, and that may involve turning down your stereo so someone can study or sleep.

## 15. OVERNIGHT GUESTS & VISITORS

Unlike other accommodation for young people, urbanest welcomes your guests and visitors. Whether it is a visit from your parents or a dinner with someone special, we want to make sure you can truly share your new life.

All guests and visitors must be aware of urbanest's rules, and remember that they are also guests of the other customers at urbanest. You are solely responsible for the welfare and behaviour of your guests, and will be accountable if they fail to adhere to the rules of urbanest.

## 16. EMERGENCIES

Let's hope there never is one, but we can never be too careful. Like reading the emergency booklet on an aeroplane, familiarise yourself with the location of fire escape stairs and fire protection equipment and read the safety information included in your welcome pack. This is your responsibility, because it is your knowledge that will keep you and others safe in an emergency.

There will be a number of fire awareness and safety workshops delivered throughout the year to make sure we keep personal safety really high on the agenda. Please make yourself available when these sessions happen. The life you save could be your own!



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# HOUSE RULES

In the event of an evacuation, please report directly to your building's assigned emergency assembly point for further instruction. And like always, stay calm.

## 17. ROOM INSPECTIONS

Your privacy is extremely important to us at urbanest and we will do whatever we can to maintain this. We will give you notice if we are going to inspect your room and/or share apartment or if we need to make repairs inside your room and/or share apartment. However there will be certain times when we need to enter your room and/or share apartment without notice, for example, cleaning, urgent maintenance, and emergencies. We will of course make every effort to avoid any disturbance and we always knock first.

## 18. COMMUNITY USE POLICY

At urbanest, we take our responsibility to manage our impact on the environment seriously. By working together and keeping energy and water usage down, we can avoid unnecessary waste and carbon emissions that damage our planet and avoid the inevitable costs that would have to be passed on through increased rents.

urbanest supports and promotes independent living and we understand that this means everyone has different needs in terms of energy consumption at different times, depending on living habits and routines and we respect this.

With this in mind, we ask you to act responsibly and manage your own levels of power and water usage through facilities such as showers, lighting, air conditioning, cooking and use of electrical equipment, switching off equipment and utilities when not in use.

If your consumption of water and/or energy over a sustained time period exceeds 110% of that of the median use within the building, you'll understand that we will need to consult with you to identify the reasons behind this high consumption and work with you to find ways to ensure you reduce your usage back to the norm.

We want to avoid restricting the amount of power and/or water that you use but we reserve the right to do so if our attempts to find ways to reduce consumption by mutual consent fail.

For specific levels of expected air conditioning usage please refer to the terms and conditions of your Rooming Accommodation Agreement and the information within this document.

## 19. CHECKING OUT PROCEDURES

You're leaving? So soon?

7 days prior to the end of your contract, you must confirm the date you will be vacating your room and/or share apartment ("the vacation date") which must be prior to or on the Termination Date.

You must comply with the following procedures and requirements whilst moving out of your room and/or share apartment.

a) We will assume you will be vacating the room and/or share apartment on the Termination Date unless you have a prior written agreement with urbanest.

b) Prior to vacating your room and/or share apartment, all fees and charges payable under the Rooming Accommodation Agreement must be paid in full, or a satisfactory arrangement made for their payment.

c) Upon vacating a room and/or share apartment it must be left in the same state of cleanliness and repair as it was in on the first day that you took occupancy, considering fair wear and tear.

d) All your personal belongings must be removed from the room and/or share apartment by 10 am on the day of departure.

## 20. DEALING WITH ISSUES

We really hope you love living with urbanest and we'll do what we can to help make sure you do, but in any close knit environment, issues inevitably arise. When problems occur or events happen, we promise we will always take a fair and non-judgmental approach. We will investigate the matter with the parties involved and deal with it in the best way possible for all concerned.

If after investigation it's clear that behaviour or conduct has taken place that's in breach of the Rooming Accommodation Agreement, the rules within this document, any laws or any other generally accepted standard of behaviour, we will take whatever action is appropriate to ensure the safety, well-being and general enjoyment of the customers within the building.

Appropriate action could be, but is not limited to, admonition, probation, termination of the Rooming Accommodation Agreement and/or the requirement to leave urbanest.

In the event that someone is asked to vacate a room and/or share apartment for disciplinary reasons, no fees will be refunded and the Deposit paid in accordance with the terms of the Rooming Accommodation Agreement will be forfeited.



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## Appendix B

## Residential Tenancy Agreement

## Standard form residential tenancy agreement

This agreement is made on 11/09/15 between:

### Item 1

#### 1.1 Landlord

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Address for service

152 City Road, DARLINGTON NSW 2008

#### 1.2 Landlord Contact Details

Telephone from Australia	Telephone from outside Australia
1800 260 801	+61 2 8091 9959

Email address

--	--

### Item 2

#### 2.1 Tenant

Example Example

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

123	
Example Street	
Sydney, AUSTRALIA	2000
Telephone number	Mobile or cellphone number

Email address

Example@email.com

### Item 3

#### 3.1 Landlord's agent

NOT APPLICABLE

## Item 4

### 4.1 Tenant's Representative for Notices

test guarantor test

#### Address for service


#### 4.2 Telephone number

Mobile or cellphone number

--	--

Email address

test@testcp.com

## Item 5

### Term

5.1	The term of the agreement is fixed		
5.2	Starting on (Start Date)		Ending on (End Date)

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

## Item 6

### Residential Premises

#### 6.1 Accommodation Details

Room number		
Accommodation Type		

#### 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 15 GB 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).

**Utility services for which the Tenancy must pay:** As requested by the Tenant, supply of air-conditioning/heating and broadband services in excess of any allowances listed above.

**NOTE:** as the Rent is inclusive of the utilities listed in this Item 6.2, **clause 10** of this agreement is not applicable.

## Item 7 - Rent

The rent is		a week (GST inclusive)
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Payment terms

Your Payment Terms:

Due On Reservation		
Due Date	Description	Amount
01/09/2015	Bond	AUD
01/09/2015	Rent Advanced	AUD
07/09/2015	Rent	AUD
<b>Total Due On Reservation</b>		<b>AUD</b>
Recurring		
Due Date	Description	Amount
21/09/2015	Rent	AUD
05/10/2015	Rent	AUD
19/10/2015	Rent	AUD
02/11/2015	Rent	AUD
16/11/2015	Rent	AUD
30/11/2015	Rent	AUD
14/12/2015	Rent	AUD
28/12/2015	Rent	AUD
11/01/2016	Rent	AUD
25/01/2016	Rent	AUD
08/02/2016	Rent	AUD
<b>Total Recurring</b>		<b>AUD</b>
<b>Total</b>		<b>AUD</b>

Rent payable in advance starting on: (01 Sep 2015)

*The Tenant is not required to pay more than 2 weeks rent in advance. However, if the Tenant elects to do so, it may pay rent further in advance in accordance with the following payment schedule*

Payment cycle	Instalment amount	Payment dates	Rental bond
Fortnightly Every 2 weeks	AU Fortnightly	<p>Rent is payable every fourteen (14) days in accordance with the Fortnightly Payment Schedule (attached)</p> <p><b>First Payment:</b></p> <p>Depending on the Start Date in item 5.2, 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)</p> <p><b>Throughout the term:</b></p> <p>Ongoing payments will be equal to two (2) weeks rent payable every 14 days according to the Fortnightly Payment Schedule (attached)</p>	<p>(GST inclusive)</p> <p>payable by not less than 4 weeks preceding the Start Date</p>
		<p>Payable every three (3) calendar months in line with the Quarterly Payment Schedule</p> <p><b>First Payment:</b></p>	

<i>Quarterly</i> Every 3 months in advance	AU Quarterly	Depending on the Start Date in item 5.2, 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)	(GST inclusive) payable by not less than 4 weeks preceding the Start Date
<i>Annually</i> Single annual payment in advance	AU Annually	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 5.2 of this agreement	(GST inclusive) payable by not less than 4 weeks preceding the Start Date

### 7.3 Rent Package:

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

### 7.3 Method of rent payment

The tenant will pay the Rent to the provided by:

Direct Debit/Bank Account

The method by which the rent must be paid:

- (a) To \_\_\_\_\_ by eftpos, debit card, credit card or into the following account of any other account nominated by the landlord:  
 BSB number:  
 Account number:  
 Account name:  
 Payment Reference: Please use your Family Name and Room Number as a reference

Payment of Rent may be made by an alternative method by agreement with the Landlord.

**Note:** *The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

## Item 8 Rental Bond

must be paid by the tenant on signing this agreement. The amount of the rental bond must be no more than 4 weeks rent.

## Items 9

### Important Information

#### Maximum number of occupants

No more than 1 persons may ordinarily live in the premises at any one time.

#### Urgent repairs

Nominated tradespeople for urgent repairs:

For Electrical, plumbing or other repairs, contact the In-house maintenance team:

Telephone: 1800 260 801

Office address:

#### Water usage

Will the tenant be required to pay separately for water usage? ~~Yes~~ No If yes, see clauses 11 and 12.

#### Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

~~Yes~~ No

If yes, see clause 35.

#### Condition Report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

#### Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

## Right to occupy the premises

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Residential premises'.

## Copy of Agreement

2. The landlord agrees to give the tenant:

- 2.1. a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
- 2.2. a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

3. **The tenant agrees:**

- 3.1. to pay rent on time, and
- 3.2. to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3. to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The landlord agrees:**

- 4.1. to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2. not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3. not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4. to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5. not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6. to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and

4.7. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

*Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

## Rent increases

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6. **The landlord and the tenant agree:**

- 6.1. that the increased rent is payable from the day specified in the notice, and
- 6.2. that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Consumer, Trader and Tenancy Tribunal.

## Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:

- 7.1. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 7.2. cease to be lawfully usable as a residence, or
- 7.3. are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## **Payment of council rates, land tax, water and other charges**

### **9. The landlord agrees to pay:**

- 9.1. rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5. all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6. all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8. all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

### **10. The tenant agrees to pay:**

- 10.1. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2. all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3. all charges for pumping out a septic system used for the residential premises, and
- 10.4. any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5. water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1. are separately metered, or
  - 10.5.2. are not connected to a water supply service and water is delivered by vehicle.

### **11. The landlord agrees that the tenant is not required to pay water usage charges unless:**

- 11.1. the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2. the landlord gives the tenant at least 21 days to pay the charges, and

11.3. the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4. the residential premises have the following water efficiency measures:

11.4.1. all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2. all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3. there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **Possession of the premises**

### **13. The landlord agrees:**

13.1. to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## **Tenant's right to quiet enjoyment**

### **14. The landlord agrees:**

14.1. that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2. that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3. that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## Use of the premises by the tenant

### 15. The tenant agrees:

- 15.1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2. not to cause or permit a nuisance, and
- 15.3. not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4. not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

### 16. The tenant agrees:

- 16.1. to keep the residential premises reasonably clean, and 16.2. to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3. that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4. that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

### 17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1. to remove all the tenant's goods from the residential premises, and
- 17.2. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3. to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4. to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5. to make sure that all light fittings on the premises have working globes, and
- 17.6. to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

## Landlord's general obligations for residential premises

### 18. The landlord agrees:

- 18.1. to make sure that the residential premises are reasonably clean and fit to live in, and

18.2. to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3. to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5. to comply with all statutory obligations relating to the health or safety of the residential premises.

## Urgent repairs

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

19.1. the damage was not caused as a result of a breach of this agreement by the tenant, and

19.2. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3. the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6. the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

*Note: The type of repairs that are urgent repairs are defined as follows:*

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

*(h) serious storm or fire damage,  
(i) a failure or breakdown of the gas, electricity or water supply to the premises,*

## **Sale of the premises**

### **20. The landlord agrees:**

- 20.1. to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2. to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

## **Landlord's access to the premises**

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1. in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2. if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3. if there is good reason for the landlord to believe the premises are abandoned,
- 23.4. if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5. to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6. to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7. to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

- 23.8. to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9. to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10. if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2. may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3. must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **Alterations and additions to the premises**

### **27. The tenant agrees:**

- 27.1. not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2. not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4. to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

## **Locks and security devices**

### **29. The landlord agrees:**

- 29.1. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2. to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3. not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5. to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

### **30. The tenant agrees:**

- 30.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2. to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## **Transfer of tenancy or sub-letting by tenant**

### **32. The landlord and tenant agree that:**

- 32.1. the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2. the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3. the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4. without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.*

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## **Change in details of landlord or landlord's agent**

### **34. The landlord agrees:**

- 34.1. if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2. if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3. if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4. if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

## **Copy of certain by-laws to be provided**

35. Not Applicable

## Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## Rental bond

37. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## Smoke alarms

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.

39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

## Additional terms

## SEE ANNEXURE – ADDITIONAL TERMS

## Notes

### 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

## ADDITIONAL ITEMS

**To the maximum extent permitted by law, the following additional terms form part of this agreement**

**40. Clarifications to the standard prescribed terms**

(a) Despite clause 16.4 and 17.5, the Landlord acknowledges that it will be responsible for the provision and repair of light globes.

**41. Definitions: In this Agreement:**

"Act" means the *Residential Tenancies Act 1997* (Vic).

"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.

"apartment common areas" means the apartment, other than the room and other rooms within the apartment occupied by other Tenants of the apartment.

"building" means the building described in item 6 in which the room is situated and includes any building common areas.

"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 Tenants.

"contents" means the furnishings and effects to be found in the room or apartment as listed in the inventory to be provided to the Tenant on moving in to the room.

"personal information" has the meaning given by the Privacy Act.

"Privacy Act" means the *Privacy Act 1988* (Cth) including the privacy principles applicable to the private sector (being the National Privacy Principles, to be replaced by the Australian Privacy Principles from 12 March 2014).

"room" means the room described in item 6 or any other alternative accommodation provided to the Tenant by the Landlord pursuant to Additional Term 50 from time to time, and a reference to the room includes a reference to any inclusions for the room stated in this agreement in Item 6.2.

A reference to a numbered item is a reference to the item with that number in the Schedule.

**Entry condition report**

42. If the Tenant 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 Landlord) the Landlord may (to the extent permitted by law) recover its reasonable costs associated with the Tenant's early termination of this agreement, including but not limited to, retaining any rent in advance paid by the Tenant on the execution of this agreement.

43. The Tenant acknowledges receiving a copy of the house rules for the building. The house rules for the building are taken to be included as terms of this agreement.

44. The Tenant shall accept the room and the apartment as being in good repair and condition as at the Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 3 days of the Start Date.

45. The Tenant shall accept that all the contents as listed on the room condition report are present in the room and apartment unless the Tenant informs the Landlord in writing that items are missing from the inventory within 3 days of the Start Date.

46. The Tenant may elect to pay more rent in advance if it wishes to do so pursuant to Item 7.2 of this agreement. Any rent in advance paid by the Tenant to the Landlord under Item 7.2 of this agreement will be credited towards the first two weeks, three months or one year's rent (as applicable) due by the Tenant under this agreement.

48. Subject to any required notice first being given to the Tenant pursuant to the Act, if any payment owing by the Tenant to the Landlord is not paid to the Landlord within a period of 60 days from the date it is due and payable, the Tenant acknowledges and agrees that the Landlord 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 Tenant to the Landlord;
- (b) use the tenant contact information provided by the Tenant for the purposes of locating and pursuing the Tenant for payment of the amount owing by the Tenant (including without limitation contacting those people that the Tenant has disclosed to the Landlord as their emergency contacts);
- (c) refer all contact information provided by the Tenant to the Landlord pursuant to this agreement or any other ancillary document to a debt collection agency for recovery of the payment owing; and
- (d) refer the Tenant to any or all credit registers,

and the Landlord may recover from the Tenant any costs incurred by the Landlord in recovering that debt pursuant to this Additional Term 48.

49. The Tenant acknowledges and accepts that a referral by the Landlord of the Tenant to a credit register, pursuant to Additional Term 48(c), may affect the Tenant's credit rating and may impact on the Tenant's ability to qualify for credit generally.

50. If the Tenant ends this agreement before the expiration of the term (except as a result of the default of the Landlord) the Landlord 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 Landlord in reletting the room, or otherwise as a result of the early termination of this agreement.

Rent increases

51. In addition to its obligations under clauses 15 and 16, the Tenant must keep the Tenant's room and the rest of apartment and inclusions clean, having regard to their condition at the start of this agreement and maintain the Tenant's room and the rest of the apartment in a condition that does not give rise to a fire or health hazard;

52. The Tenant will pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord 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 Tenant or any failure by the Tenant to observe and comply with the obligations of the Tenant under this agreement.

53. If there is no evidence to the contrary, then the cost of repairing any damage referred to in Additional Term 51 shall be apportioned as if:

- (a) the Tenant caused the damage to the room;
- (b) all the tenants of the apartment caused the damage to the apartment common areas.

54. The Landlord reserves the right during the term of this agreement to move the Tenant to alternative accommodation which is of a reasonably comparable standard to the room occupied by the Tenant 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 Tenant is given reasonable notice; and
- (b) the Tenant will occupy the alternative accommodation on the terms of this agreement (as far as those terms are applicable to the alternative premises).

55. The Tenant uses and occupies the room, the apartment and the building common areas at his or her risk.

56. The Tenant releases the Landlord from any claim for injury or loss of property which the Tenant has, claims or suffers during the term of this agreement except where it is caused as a result of any act or omission by the Landlord, the Landlord's agent or any person acting on behalf of the Landlord or Landlord's agent.

57. The Tenant must not carry on any profession, trade or business in the room, apartment or building.

58. The Tenant 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). The Tenant acknowledges and agrees that the Landlord may notify the relevant authority of any suspected breach by the Tenant of this Additional Term 58 and, in doing so, may grant the relevant authority access to the building or any area surrounding the building for the purpose of allowing the relevant authority to administer and enforce any applicable smoking laws. If the Tenant is caught smoking in a No Smoking Area, then without limiting any other rights or remedies available to the Landlord, the Tenant may be required to pay a cleaning charge of \$250.

59. If, due to the actions of the Tenant, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges the Landlord a false call-out charge or any other charge associated with the triggered alarm, the Tenant will reimburse to the Landlord the full extent of those charges within 14 days of receipt of an invoice from the Landlord.

60. If, at any time between 10 pm and 8 am (or such other times notified by the Landlord to the Tenant from time to time), the Tenant misplaces their access card and is unable to gain access to the building, the Landlord may charge the Tenant \$20 for the Landlord's reasonable costs in providing the Tenant with access to the building, which must be paid within 14 days of the Landlord's request.

61. If, at any time during the term of this agreement, the Tenant damages or loses their access card the Tenant will reimburse to the Landlord the costs incurred by the Landlord in arranging for, and providing the Tenant with, a new access card.

62. The name and address for service of the Landlord's agent is stated in this agreement for Item 3. The agent may –

- (a) stand in the Landlord's place in any application to a tribunal by the Landlord or the Tenant; or
- (b) do any thing else the Landlord may do, or is required to do, under this agreement.

63. Notices may be given to the Landlord, Tenant and Tenant's Representative by mail and email but not by fax.

64. The tenant may not keep pets in the room or elsewhere in the apartment.

65. The Landlord will handle the Tenant's personal information (and all third party personal information provided by the Tenant) in accordance with the Privacy Act.

66. If the Tenant gives the Landlord personal information about a third party, the Tenant warrants that it has the consent of that third party to provide their information to the Landlord, and for the Landlord to handle their personal information in accordance with this agreement and the Landlord's privacy policy located at [www.urbanest.com.au/the-legal-stuff](http://www.urbanest.com.au/the-legal-stuff).

67. The Landlord consents to the Landlord disclosing their personal information outside of Australia to the Landlord's related entities, to the Tenant's nominated emergency contacts and as otherwise required or permitted by law.

68. Limitation of Trustee Liability

**(a) Limited capacity**

Subject to Additional Term 68(c), the **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 Additional Term 68(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 Additional Terms 68(a) and 68(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 Additional Term 68(c).

## SIGNING PAGE

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

### Signed by the Landlord

Signature of Attorney

Signed by

as attorney for Urbanest City Road Leasing Pty Ltd (ABN 28 160 389 686) ATF Urbanest City Road Leasing Trust under power of attorney dated

who states that he has no notice of revocation of the said power of attorney in the presence of

Signature of witness

Name of witness (print)

### Signed by the Tenant

Name of the Tenant

In the presence of (witness)

Signature of the Tenant

Signature of the witness

The Tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the Tenant was given a copy of an information statement published by NSW Fair Trading.

Signature of the Tenant

Date