

TENANCY AGREEMENT

THIS AGREEMENT is made on..... 2008

between

Leyshon Capital Pty Ltd ACN 090 168 059 of Level 1, 295 Elizabeth Street, Brisbane, Queensland
(*Licensor*)

and

The person named in Schedule A (*Licensee*)

IT IS AGREED THAT:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

Apartment means the apartment described in Schedule B located within the Village;

Commencement Date means the date specified as such in Schedule C;

Security Deposit means the amount specified in Schedule D;

Common Property means that part of the Village designated by the Licensor for common use by all licensees of the Village;

End Date means the date specified as such in Schedule C;

Furniture means the items of furniture listed in Schedule B;

Premises means the described in Schedule B;

Rent means the weekly amount specified as such in Schedule D;

Rules means the rules and regulations applying to the Village;

Shared Facilities means the shared facilities described in Schedule E;

Term mean the period commencing on the Commencement Date and ending on the End Date

University means Swinburne University of Technology; and

Village means the Lilydale Student Village.

2. GRANT OF LICENCE

2.1 Extent of Licence

The Licensor grants a licence to the Licensee to use:

- (a) the Premises;
- (b) the Shared Facilities in common with the licensees of other rooms in the Apartment; and
- (c) the Common Property in common with other licensees of the Village.

2.2 Term on Licence

The licence granted by this Agreement commences on the Commencement Date and ends on the End Date unless it is terminated earlier in the manner specified in this Agreement.

2.3 Payments by the Licensee

The Licensee must pay to the Licensor:

- (a) Rent in the manner specified in Schedule D;
- (b) Before the Commencement Date the Security Deposit which may be held by the Village until the End Date or sooner termination of this Agreement.
- (c) A late fee of \$11 per week for every week the payment is late.
- (d) A returned debit fee of \$20 where any direct debit accounts have insufficient funds on the day of withdrawal.

2.4 Deduction from the Security Deposit

- (a) The Licensor may deduct and retain from the Security Deposit any amounts that in the opinion of the Licensor are owing by the Licensee to the Licensor from time to time for arrear of fees or Rent or in respect of any breach on the part of the Licensee of the conditions of this Agreement and including any amount incurred by the Licensor as a result of a breach by the Licensee of its obligations under **clause 3** or, any damage or destruction of Village property caused by the Licensee or their guests;
- (b) If an amount is deducted from the Security Deposit by the Licensor in the manner allowed by this Agreement, the Licensee must pay the Licensor on request, the amount required to replace the amount deducted.

3. LICENSEE'S OBLIGATIONS

The Licensee must:

- (a) not interfere with or permit the interfere with, the reasonable use of the Shared Facilities;
- (b) not create a nuisance or annoyance to any other licensees or occupants of the Village;
- (c) not keep any animals in the Premises nor allow any animals to enter the Apartment;
- (d) not paint or affix any sign or any antenna onto the Premises or affix any nails, screws, adhesive or fastenings to the interior of the Premises without the prior written consent of the Licensor;
- (e) not smoke or permit any other person to smoke inside, in or near the entrance to any buildings within the Village. Smokers must provide their own 'ash tray' and keep it outside away from all doors and windows. All cigarette butts must be disposed of into an ash tray which must be emptied on a weekly basis or when required;
- (f) not keep or use in the Premises any form of heating with an exposed flame, tamper with the fire equipment or leave cooking unattended;
- (g) not keep or use in the Premises any form of electrical heating device (the heaters installed must be used and not tampered with);
- (h) use the Premises only for residential purposes;
- (i) not allow or permit any other person to take up residence in the Premises;
- (j) at the End Date or earlier termination of this Agreement immediately vacate the Premises and surrender the key (and the Licensee acknowledges that it is the Licensee's responsibility to deliver the keys to the Licensor and that Rent will continue to be charged until such time as the keys are returned);

- (k) make reasonable efforts to establish and commit to, a cleaning roster for the apartment and ensure to wash, dry and put away your dishes on a daily basis and clean the stove rangehood filter on a regular basis;
- (l) keep the Premises and the Shared Facilities clean and tidy at all times (including cleaning up after your guests and, at the End Date or earlier termination of this Agreement, leave the Premises clean and tidy failing which the Licensor may clean the room/apartment at the cost of the Licensee);
- (m) separate all rubbish into general waste and recycling (glass, plastic, paper & aluminium) and dispose of all household waste on a regular basis (daily if required)
- (n) clean all rubbish from the outside and surrounds of the apartment on a daily basis;
- (o) **notify the Licensor immediately if he or she ceases to be a student of the University;**
- (p) permit an officer of the Licensor to enter the apartment or room upon reasonable notice from time to time during daylight hours in order to inspect the state of repair (including checking the working order of smoke detectors) and cleanliness of the Premises or to locate items belonging to the Licensor, and if urgent repairs are necessary or in the case of emergency or other special circumstances (in the each case in the Licensor's opinion), permit an officer of the Licensor to enter the apartment or room upon request or without request, if the Licensee is not in attendance;
- (q) notify the Licensor in writing, of any damage or maintenance problems to the Premises or the Shared Facilities as soon as the Licensee becomes aware of the damage;
- (r) ensure that the Furniture (including the clothes horse/dryer) is not damaged, placed outside or removed during the Term;
- (s) reimburse the Licensor for any costs or expenses incurred by the Licensor as a result of the damage, weathering or removal of any Furniture;
- (t) keep and leave the Premises in good order and repair (excepting fair wear and tear and damage by fire, flood, tempest, earthquake and explosion);
- (u) submit a Guest Registration form to the Village manager 24 hours prior to having a guest stay the night (regular guests i.e. boyfriends/girlfriends are only permitted to stay in the Village a maximum two nights per week subject to approval by the Village manager). All other guests must vacate the Village by 11pm Sun-Thurs and 12am Fri-Sat, or earlier if requested by the Village Manager, Caretaker or Security;
- (v) not assign or sub-let the Premises or any part of them without the written consent of the Licensor (which may be given or withheld in the discretion of the Licensor);
- (w) pay the reasonable legal costs and fees incurred by the Licensor for any legal proceedings it may be required to take arising out of any breach on the part of the Licensee of the conditions of this licence;
- (x) the Licensee must partake in scheduled house inspections throughout the semester and when requested by Management agree to a mutual appointment time;
- (y) the Licensee must attend at least one (1) Village information briefing session per semester/summer period and participate in a minimum of (2) two practice fire evacuations per academic year;
- (z) submit an application for a car park permit to the Village Manager and display any required permits in the front windscreen of the Licensee's vehicle (when parked in the Village car park);

4. DEFAULT AND TERMINATION

4.1 Events of Default and Consequences

The Licensee agrees that in any of the following events the Licensor may terminate this Agreement by giving:

- (a) a maximum of twenty four (24) hours notice if, in the reasonable opinion of the Licensor, the Licensee is engaged in any illegal activity whatsoever, or is causing a disturbance, or the Licensee's behaviour is such that there is a likelihood that the physical safety of any other person on the Premises is at risk;
- (b) not less than seven (7) days notice in writing to that effect and specifying the breach complained of if:
 - (i) the Rent or any part of it remains unpaid for seven (7) days after becoming due and payable whether formally demanded or not;
 - (ii) there is any breach by the Licensee of any condition of this Agreement;
 - (iii) the Licensee ceases to be a student of the University.

Should it be necessary for the Licensor to terminate this agreement, the Licensee shall remain liable for the balance of the rent payable for that Semester, or until such time a suitable replacement Licensee is found.

4.2 Termination by Licensee

- (a) If the Agreement is terminated for any reason prior to the End Date, the Licensee will remain personally responsible for the Rent, for the balance of the Semester, unless a suitable replacement Licensee is found. The Licensor must approve the replacement Licensee, (but that approval will not be unreasonably withheld).
- (b) the Security Deposit will only be refunded after the premises have been inspected by the Manager and found to be satisfactory (inspection appointments must be made with the Manager during standard business hours).

5. SMOKE DETECTORS AND FIRE EXTINGUISHERS

The Licensee agrees to keep the smoke detector working at all times and to check the battery on a regular basis and notify the Licensor immediately if the batteries need replacement. The Licensee must not remove the batteries from the smoke detector.

The Licensee must not interfere with fire extinguishers or fire blankets on the premises except in the case of an emergency.

The Licensee must permit the CFA or Village Manager to enter the premises during daylight hours to conduct routine checks on the fire equipment. Fire equipment servicing will be carried out twice a year or as required.

6. RULES

The Licensee warrants that he or she has read the Rules (**Clause 16**) and agrees to accept and abide by them, in addition to the Statutes, Regulations and Procedures of the University by which the Licensee is already bound as a student.

7. MAIL / CHANGE OF ADDRESS

Mail is delivered to the apartments or designated pigeon holes every 1-2 business days, residents receiving important mail must notify the Village Manager 24 hours prior.

Mailing address:

Name - Room Number – The Lilydale Student Village

P.O. Box 218, Lilydale, VIC 3140 AUSTRALIA

The Licensee agrees to notify change of term address at Student Records within fourteen (14) days of taking up residence in the Premises or vacating. It is acknowledged by the Licensee that the Licensor is not obliged to forward or keep mail.

8. LICENSOR'S OBLIGATIONS

8.1 Quiet Enjoyment

The Licensor must take all reasonable steps to make sure that the Licensee has quiet enjoyment of the Premises.

8.2 Personal Property

The Licensee acknowledges that the Licensor takes no responsibility whatsoever for damage or loss of any item of personal property brought into the Apartment, Village or cars in the Village car park. The Licensor recommends that all Licensees' take out the relevant insurance for their personal property and vehicle.

8.3 Destruction of Premises

The Licensee agrees that if the Premises are for any reason either destroyed or so damaged as to be unfit for habitation, the Licensor may terminate this Agreement.

8.4 Inspection of Vacant Rooms

The Licensor reserves the right to enter the shared facilities to access any vacant room(s) on the Premises during daylight hours.

8.5 Guests/Visitors

The Licensee must, together with the submission of a Guest Registration form, notify the Village Manager of all overnight and short term guests. Where the Licensee applies for a short term guest to stay more than two nights or requests a mattress and linen, they will be required to pay a nightly rate for the duration of their guests stay. Resident's guests are also welcome to stay in the Village Guest Accommodation (subject to availability and guest rates). Note: all guests are subject to approval by the Village Manager.

8.6 Key Cards

The Licensee is responsible for the key card issued to them upon arrival. If the Licensee loses or misplaces the key card they have to report to the Village office and purchase a replacement card. Only one key per tenant shall be issued and under no circumstances shall the Licensee be issued with a second key card. The Licensee is required to keep their key card on them at all times and if it is lost or misplaced must report to either the Village manager, caretaker or Swinburne security (subject to availability) to gain access to the apartment or room.

9. NOTICES

9.1 Licensee

Any notice to the Licensee by the Licensor may be signed for the Licensor by an authorised Licensor officer, and may be given to the Licensee either personally or by leaving the same at the Premises.

9.2 Licensor

Any notice by the Licensee to the Licensor must be addressed to the Licensor and may be given to the Licensor either personally or by leaving the same at the Licensor's office during business hours.

10. COURTYARD and BALCONY

If there is a courtyard with the Premises, the Licensee agrees to keep the courtyard in a clean and tidy condition.

11. WASHING MACHINES/DRYERS

The Village provides a coin operated laundry for the use of the Licensee only. Licensees are not permitted to install a washing machine or dryer in their apartment under any circumstances. Licensee's or their guests found to be tampering or vandalising the washing machines or dryers will be liable for the associated repair costs as indicated by the Village manager.

12. NOISE

The Licensee agrees that the sound from any stereo, radio, television or any instruments will be kept to such a level that it does not disturb others.

12. ENVIRONMENT

The Licensee must make all reasonable efforts to conserve energy in the form of electricity, gas, water, waste reduction, recycling and must not litter or leave rubbish outside under any circumstances.

13. OCCUPATION RIGHTS

The Licensee hereby acknowledges and agrees that ONLY THOSE PERSONS WHOSE NAMES appear on this agreement are permitted to reside at the Premises.

14. COSTS

The Licensee agrees to pay fees and charges incurred by the Licensee in the course of his/her residency at Lilydale Student Village such as telephone, computer network connections, TV connections and all other personally incurred connection fees and outgoings.

15. INDEMNITY

The Licensor is not to be liable for any damage or loss that the Licensee may suffer by the act, neglect, default, or accident of any other person or by reason of the Licensor neglecting to do something to the Village, unless the Licensee has given the Licensor written notice to do such thing and the Licensor has failed within a reasonable time of that notice to take proper steps to comply with that notice. The Licensor recommends the Licensee take out personal contents insurance for their belongings in the Village.

16. **VILLAGE RULES AND REGULATIONS**

The following will be considered as serious offences:

- (a) Misuse or abuse of fire or emergency equipment
- (b) Misuse or abuse of Village property
- (c) Unacceptable noise (i.e. annoying or distracting noise that is disturbing other people, after 11pm on week nights and midnight on Friday and Saturday nights)
- (d) Use of the Common Room after 11pm on week nights and midnight on Friday and Saturday nights, unless otherwise approved by the Village Manager.
- (e) Offensive behaviour
- (f) Verbal or physical abuse towards any Village/Swinburne staff member, contractor or Village resident.
- (g) Socially unacceptable behaviour such as bad language, behaving in a threatening manner, excessive or continual consumption of alcohol and use of any illegal drugs
- (h) Driving your vehicle beyond the car park and into the Village without permission from the Manager
- (i) Holding a group gathering without a "Party Permit" from the Manager and neglecting to clean up after yourself and your guests by 11:00am the next day
- (j) Having visitors stay without submitting to the Village Manager a Guest Registration form 24 hours prior to their stay (regular guests i.e. boyfriends/girlfriends are only permitted to stay in the Village a maximum two nights per week)
- (k) Failure to maintain your apartment to a reasonable standard of cleanliness
- (l) Failure or refusal to clean up common areas after use
- (m) Failure to wash, dry and put away your dishes on a daily basis
- (n) Failure to comply with either a verbal or written instruction from the Village Manager

Disciplinary action in the form of three warnings (in writing) will be given to Village residents who break these Rules. As the Tenant if you are issued with a written warning it is your responsibility to make an appointment with the Village manager to discuss (in person) your breach of contract within 5 working days of receiving the warning. After three warnings have been given, you will then be asked to leave the Village immediately.

Please note: should you be asked to leave the Village, you will still be liable for the full amount of your rent for the duration of the contract period.

SCHEDULE A

LICENSEE'S FULL NAME:

PERMANENT ADDRESS:

.....

..... TELEPHONE:

COURSE: STUDENT ID NUMBER:

EMAIL ADDRESS.....

SCHEDULE B

Premises: Room of Apartment, in the Lilydale Student Village, together with the Furniture listed in the attached inventory.

Note: Apartments are supplied with the following electrical goods only: fridge, stove & microwave. Tenants are responsible for the supply of toasters, kettles, irons and other white/electrical goods. If additional items are in the apartment upon occupancy they will not be replaced when they expire.

SCHEDULE C

Commencement Date: 2008 End Date: As Per Acceptance of Accommodation Form

Tenants must vacate the premises by the 'End Date' unless their application for 2009 has been formally approved in writing by the Village Manager.

SCHEDULE D

Rent: \$..... per week, payable in advance on the Commencement Date and as per the "Accommodation Agreement" thereafter.

Security Deposit: \$500.00

SCHEDULE E

Shared Facilities being the kitchen extension, bathroom, lavatory, and passageways in the Apartment together with the Furniture listed in the attached inventory.

SCHEDULE F

Annual Fees: \$60 Social Club Fee / \$50 Linen Fee (if linen is borrowed by the Licensee)

Signed for and on behalf of **Leyshon Capital Pty Ltd** by:

Signed by the **Licensee**

Name

Name

Signature

Signature

G = GOOD F = FAIR P = POOR	CONDITION AT START OF LICENCE				CONDITION AT END OF LICENCE			
	G	F	P	COMMENTS (IF ANY)	G	F	P	COMMENTS (IF ANY)
Bathroom and Laundry								
Doors/Walls								
Towel Rails								
Ceiling/Light Fittings								
Floor/Floor Coverings								
Power Points								
Shower								
Shower Screen								
Wash Basin								
Tiling								
Mirror/Cabinet								
Toilet (W.C.)								
Laundry Trough								
Washing Machine								
Clothes Horse (if provided)								
Iron (if provided)								
Lounge Room								
Doors/Walls								
Windows/Screens								
Ceiling/Light Fittings								
Floor/Floor Coverings								
Power Points								
Gas Heating								
Split System Heater/AC								
Portable Fan								
Dining Table								
Dining Chairs (6)								
Coffee Table								
Couch								
Lounge Chairs (2-5)								
Smoke Detector								
Television (if provided)								
Kitchen								
Doors/Walls								
Ceiling/Light Fittings								
Floor/Floor Coverings								
Windows/Screens								
Power Points								
Cupboards/Drawers								
Bench Tops/Tiling								
Sink								
Taps								
Stove								
Microwave								
Refrigerator								
Exhaust Fan (Rangehood)								
Kettle (if provided)								
Toaster (if provided)								
Cutlery/Crockery (if provided)								