

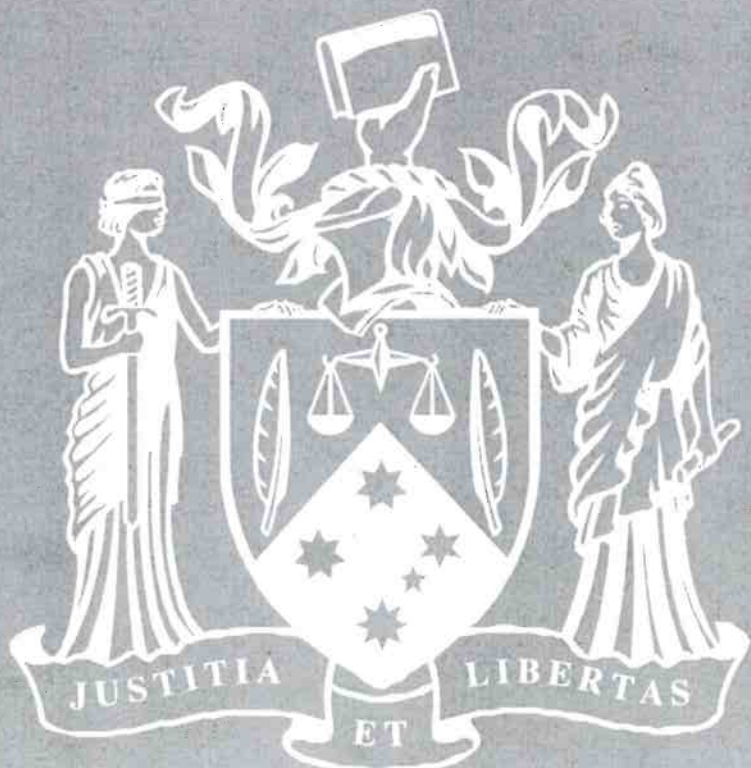
Contract of sale of land

Property: 499-501 High Street, Echuca 3564

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Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on / 2021

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on / 2021

Print name(s) of person(s) signing: CAROL ANNE MCFARLANE

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Charles L King & Co

Address: 172 Hare Street, Echuca, VIC 3564

Email: clk@clk.com.au

Tel: 03 5482 2111

Mob: 0408 505 256

Fax: 03 5482 5097

Ref: Troy O'Brien

Vendor

Name: **CAROL ANNE MCFARLANE**

Address: 499 High Street, Echuca, VIC 3564

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Nicholas WJ Rolfe & Associates

Address: 204 Pakenham Street, Echuca VIC 3564

Email: joanne@nicholasrolfe.com.au

Tel: : (03) 5480 2732 Mob:

Fax: (03) 5480 2177

Ref: JT:2021251

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9993	Folio	758	1 and 2	TP816984Q
Volume		Folio	282	1	TP962524J

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is **499-501 High Street, Echuca 3564**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

Payment

Price	\$	
Deposit	\$	On signing hereof
Balance	\$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☒ as attached
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. SECTION 32 STATEMENT

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected he received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act*, 1962 (as amended) in the form included in this Contract of Sale.

2. MEASUREMENTS

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given herein. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

3. PRESENT STATE AND CONDITION

The Purchaser acknowledges that he has inspected the property and chattels prior to the day of sale. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. He agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

4. NOTICES

The Purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the Contract is exchanged.

5. WARRANTIES & REPRESENTATIONS

The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims demands in respect thereof.

6. RESTRICTIONS

The Land is sold subject to any restriction as to use imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

7. GUARANTEE

In the event that the Purchaser is a corporation, the Purchaser must on the date of this Contract deliver to the Vendor a guarantee of, and indemnity in respect of any breach of, the Purchaser's obligations hereunder - such guarantee and indemnity must be executed by each director of the Purchaser and any other person or corporation reasonably required by the Vendor and is to be in the form of the deed of guarantee attached hereto.

8. DELAY IN COMPLETION

Without limiting any rights which a party may have pursuant to this Contract if a party is unable to

complete on the date fixed for completion of this Contract and the other party reasonably incurs additional legal costs in dealing with the default then the party not in default may recover from the defaulting party at completion an amount equal to the reasonable legal costs incurred because of the default by adding or deducting such costs (as the case may be) from the amount due at completion.

9. **NON-MERGER**

Any provision of this Contract which can, and is intended to operate after settlement, remains effective.

10. **WHOLE AGREEMENT**

The Purchaser acknowledges that this document constitutes the entire agreement between the parties.

11. **EXCLUSION OF WARRANTIES**

11.1. The Purchaser acknowledges and agrees that the property together with any improvements is purchased by the Purchaser:

11.1.1 as a result of the independent exercise for the Purchaser's own skill and judgment after due inspection and investigation; and

11.1.2 in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

11.1.3 the merchantability, quality or fitness for any purpose of the land or improvements;

11.1.4 the freedom of the property from defects, infestations, contamination or dilapidation;

11.1.5 the use to which the property or the improvements can lawfully be put;

11.1.6 whether development of any description may be carried out on the land; or

11.1.7 whether the improvements on the property have been built or placed there in accordance with each approval required by law for the building or placement of same.

11.2. The Purchaser shall make no requisition in respect of or objection to or claim any compensation for any contamination or pollution of the property and shall at its own expense comply with the requirements of each competent authority for the abatement of any pollution of the clean up of any environmental audit (or any combination of them) of the property and shall keep the Vendor indemnified at all times against the cost of doing so.

11.3. The Purchaser shall assume liability for compliance with any notices or orders relating to the property sold (other than those referring to apportionable outgoings) which are made or issued on or after the day of sale but the Purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted title) at any time prior to the settlement date for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The Purchaser may also inspect the condition of the property and the chattels at any reasonable time during the period of seven days preceding the settlement date.

11.4. Clause 11.3 shall extend to and include each notice or order given or made by a competent authority in relation to any of the matters referred to in this special condition except to the extent which this contract expressly requires the Purchaser to assume the responsibility for any such notice or order given or made prior to the day of sale.

12. **WARRANTIES IN LEIU OF REQUISITIONS**

The purchaser shall not be entitled to do deliver any requisitions or inquiries to the vendor in relation to the title to the property or the subject matter of the contract. Instead, the vendor makes the following warranties in relation to the title and the property:-

- 12.1. The vendor has, or will be entitled to custody of the title to the property on or before the settlement date.
- 12.2. The vendor is, or will be entitled to possession of the property on or before the settlement date.
- 12.3. The property is not subject to any encumbrance not disclosed in the contract of sale, or any encumbrance on title not disclosed will be discharged on or before the settlement date.
- 12.4. The vendor is the absolute owner of all fixtures and chattels included in the contract.
- 12.5. The vendor has not received any notices.
- 12.6. The property is not subject to or affected by any legal proceedings.
- 12.7. The vendor is not under any legal disability.
- 12.8. The vendor will provide the relevant documentation as required by the State Revenue Office at settlement.

13. **EXISTING SERVICES AND UTILITIES**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:

- 13.1. the nature, location, availability or non-availability of any such installations, services and utilities;
- 13.2. if any such service is a joint service with any other land or building;
- 13.3. if any such service for any other property or building or any parts or connections therefore pass through the property;
- 13.4. if any sewer or water main or connection passes through in or over the property;
- 13.5. if there is a man hole or vent on the property; or
- 13.6. if because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installations, service or utility.

14. **GST (GOING CONCERN)**

- 14.1. "GST" means GST within the meaning of the GST Act.
- 14.2. "GST Act" means "A New Tax System (Goods & Services Tax) Act 1999".
- 14.3. Expressions used in this special condition that are defined in the GST Act have the same meaning as given to them in the GST Act.
- 14.4. **Sale as a Supply of a Going Concern**

The Vendor and Purchaser agree that the sale under this Contract is a supply:

- 14.4.1 of a going concern within the meaning of the GST Act;

14.4.2 under an arrangement under which the Vendor is to supply to the Purchaser all of the things that are necessary for the continued operation of an enterprise; and

14.4.3 under an arrangement under which the Vendor carries on, or will carry on, the enterprise until the day of supply (whether or not as a part of a larger enterprise carried on by the Vendor).

14.5. Purchaser Registered for GST

The Purchaser warrants that it is registered or required to be registered for GST purposes and will be so registered at all relevant times up to and including the day of supply.

14.6. Consequences if Parties mistaken as to sale of a going concern

If:

14.6.1 the Vendor and the Purchaser are mistaken, and the sale under this Contract is not a supply of a going concern within the meaning of the GST Act; or

14.6.2 the Purchaser breaches the warranty given in Clause 14.5,

then the Vendor may, by notice in writing to the Purchaser at any time after the day of supply under this Contract to the Purchaser, direct that the Purchaser is to pay to the Vendor in addition to the purchase price, the amount of any GST payable in respect of the taxable supply together with any interest payable thereon, constituted by the sale under this Contract and such amount will constitute a debt due and payable by the Purchaser to the Vendor on demand (or otherwise specified by the Vendor in the said notice).

14.7. Tax Invoice

A party's right to payment under Clause 14.6 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

14.8. Indemnity

The Purchaser agrees to keep the Vendor indemnified against all loss, liability or expense suffered by the Vendor arising directly or indirectly from a breach of the Purchaser's GST warranties contained in Clause 14.5.

15. RESIDENTIAL TENANCY AGREEMENT

15.1. The property is sold subject to the Residential Tenancy Agreement dated 13 July 2021 ("the Lease") a copy of which is attached to the Vendors Statement.

15.2. The property is sold subject to the Residential Tenancy Agreement dated 11 February 2021 ("the Lease") a copy of which is attached to the Vendors Statement.

15.3. The property is sold subject to the Residential Tenancy Agreement dated 4 October 2020 ("the Lease") a copy of which is attached to the Vendors Statement.

15.4. The Purchaser acknowledges that before entering into this Contract he inspected the leases (or a copy) and satisfied himself regarding all matters contained in or arising from the lease, and the Purchaser will assume without inquiry or objection that all covenants in the lease have been observed and that any breach has been waived.

15.5. The Purchaser will make no objection, requisition or claim for compensation, or claim any right to terminate, rescind, or delay completion, in regard to anything referred to in or arising out of the lease.

15.6. The Purchaser acknowledges that the Vendor may deliver to the Purchaser on completion a photocopy only of the lease.

- 15.7. The Purchaser will after completion observe and comply with the obligations on the Vendor's part contained in the lease and agrees to indemnify the Vendors against any claim arising from the Purchaser's failure to observe the covenant contained in this Clause 15.5.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

CURRENT LEASE DETAILS

Commercial Lease

1. 499 High Street, Echuca

Commencement date: 1 October 2021

Term: 5 years

Amount: \$1,792.40 Per month

Tenant: Lynn Walker

1. 501A High Street, Echuca

Commencement date: 15 September 2020

Term: 2 years

Amount: \$1,935.00 Per month

Tenant: Chloe Ann Ellis

2. 501B High Street, Echuca

Commencement date: 4 January 2021

Term: 12 months

Amount: \$836.46 Per month

Tenant: Simone Tannous

3. 501C High Street, Echuca

Commencement date: 11 February 2021

Term: 12 months

Amount: \$1,700.27 Per month

Tenant: Serendipity (WA) Pty Ltd

Residential Lease

1. 501C High Street, Echuca

Commencement date: 13 July 2021

Term: 12 months

Amount: \$1,604.00 Per month

Tenant: John McCracken

2. 1/501C High Street, Echuca

Commencement date: 11 February 2021

Term: 12 months

Amount: \$1,647.00 Per month

Tenant: E Jannsen

3. 2/501C High Street, Echuca

Commencement date: 4 October 2020

Term: 12 months

Amount: \$1,300.00 Per month

Tenant: Allison Bourne

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land


499-501 High Street, Echuca 3564

Vendor's name

Carol Anne McFarlane

Date
16/9/2021 /

**Vendor's
signature**

DocuSigned by:

9FDF89C011434F0...

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION**10.1 Unregistered Subdivision**

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

--

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11867 FOLIO 282

Security no : 124092473693U
Produced 14/09/2021 09:01 PM

LAND DESCRIPTION

Lot 1 on Title Plan 962524J.
Created by Application No. 138137A 06/04/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CAROL ANNE MCFARLANE of 499-501 HIGH STREET ECHUCA VIC 3564
AU797053J 10/09/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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

Warning as to Dimensions

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

Warning as to subsisting interests

This title is based on General Law documents which have not been investigated by the Registrar of Titles. Subsisting interests under the General Law may affect this title.

NOTICE OF INTEREST SECTION 26F

Book 891 No.15 04/11/1992

DIAGRAM LOCATION

SEE TP962524J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU779675Y	CONVERT A PCT TO AN ECT	Completed	07/09/2021
AU782976Q (E)	TRANSFER CONTROL OF ECT	Completed	07/09/2021
AU797053J (E)	SURVIVORSHIP APPLICATION	Registered	14/09/2021

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

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

Street Address: HEYGARTH STREET ECHUCA VIC 3564

ADMINISTRATIVE NOTICES

NIL

eCT Control 20631X NICHOLAS WJ ROLFE & ASSOCIATES
Effective from 14/09/2021

DOCUMENT END

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TITLE PLAN		EDITION 1		TP962524J	
LOCATION OF LAND PARISH: ECHUCA NORTH TOWNSHIP: ECHUCA SECTION: 8 CROWN ALLOTMENT: 3 (PT) CROWN PORTION: LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION: NIL			NOTATIONS WARNING AS TO DIMENSIONS: ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.		
EASEMENT INFORMATION					THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES Checked by: PRT Date: 6/4/2017 Assistant Registrar of Titles
E - ENCUMBERING EASEMENT, R - ENCUMBERING EASEMENT (ROAD), A - APPURTENANT EASEMENT.					
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of	
E-1	FLOOD MITIGATION LEVEL BANKS		BOOK 891 No.015	SEE BOOK 891 No.015	
<p style="text-align: center; font-weight: bold; font-size: 1.1em;">LOT 1</p> <p style="text-align: center;">HEYGARTH STREET</p> <p style="text-align: right;">HIGH STREET</p>					
LENGTHS ARE IN METRES		SCALE		DEALING / FILE No: AP138137A	
				DEALING CODE: 23	
GOVERNMENT GAZETTE No:				SHEET 1 OF 1	

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 09993 FOLIO 758

Security no : 124092422103V

Produced 13/09/2021 10:51 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 816984Q.
Created by Application No. 068222X 23/11/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CAROL ANNE MCFARLANE of 499-501 HIGH STREET ECHUCA VIC 3564
AU796334F 10/09/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC778347E 03/04/2004
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE TP816984Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU403631W	RECTIFY USER NOTATION	Registered	31/05/2021
AU794122H (E)	NOMINATION OF ECT TO LC	Completed	10/09/2021
AU796334F (E)	SURVIVORSHIP APPLICATION	Registered	10/09/2021

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 10/09/2021

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Document Type	Plan
Document Identification	TP816984Q
Number of Pages (excluding this cover sheet)	2
Document Assembled	13/06/2021 19:55

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The document is invalid if this cover sheet is removed or altered.

TITLE PLAN

EDITION 3

TP 816984Q

Location of Land

Parish: ECHUCA NORTH
Township: ECHUCA
Section: 8
Crown Allotment: 1(PT), 2
Crown Portion:

Last Plan Reference:

Derived From: VOL 9993 FOL 758
Depth Limitation: NIL

Notations

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

EASEMENT INFORMATION

Legend: A - Appurtenant Easement E - Encumbering Easement R- Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of
E-1 & E-3	RIGHT OF WAY	SEE DIAG	BOOK.601 No.427 (AP68222X)	VOL.11367 FOL.712 VOL.11367 FOL.713
E-2	MAINTENANCE OF LEVEE BANKS FLOOD MITIGATION LEVEE BANKS	SEE DIAG SEE DIAG	T695895B S232324W	SHIRE OF CAMPASPE ECHUCA CITY COUNCIL
E-3	POWERLINE	3.05	AL724395T(SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000)	POWERCOR AUSTRALIA LTD
E-3, E-4 & E-5	PIPELINES AND ANCILLARY PURPOSES	SEE DIAG	AL724395T(SEC.136 OF THE WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-3, E-4 & E-6	DRAINAGE	3.05	AL724395T	VOL.11367 FOL.712 VOL.11367 FOL.713

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 25/06/2003

VERIFIED: AH

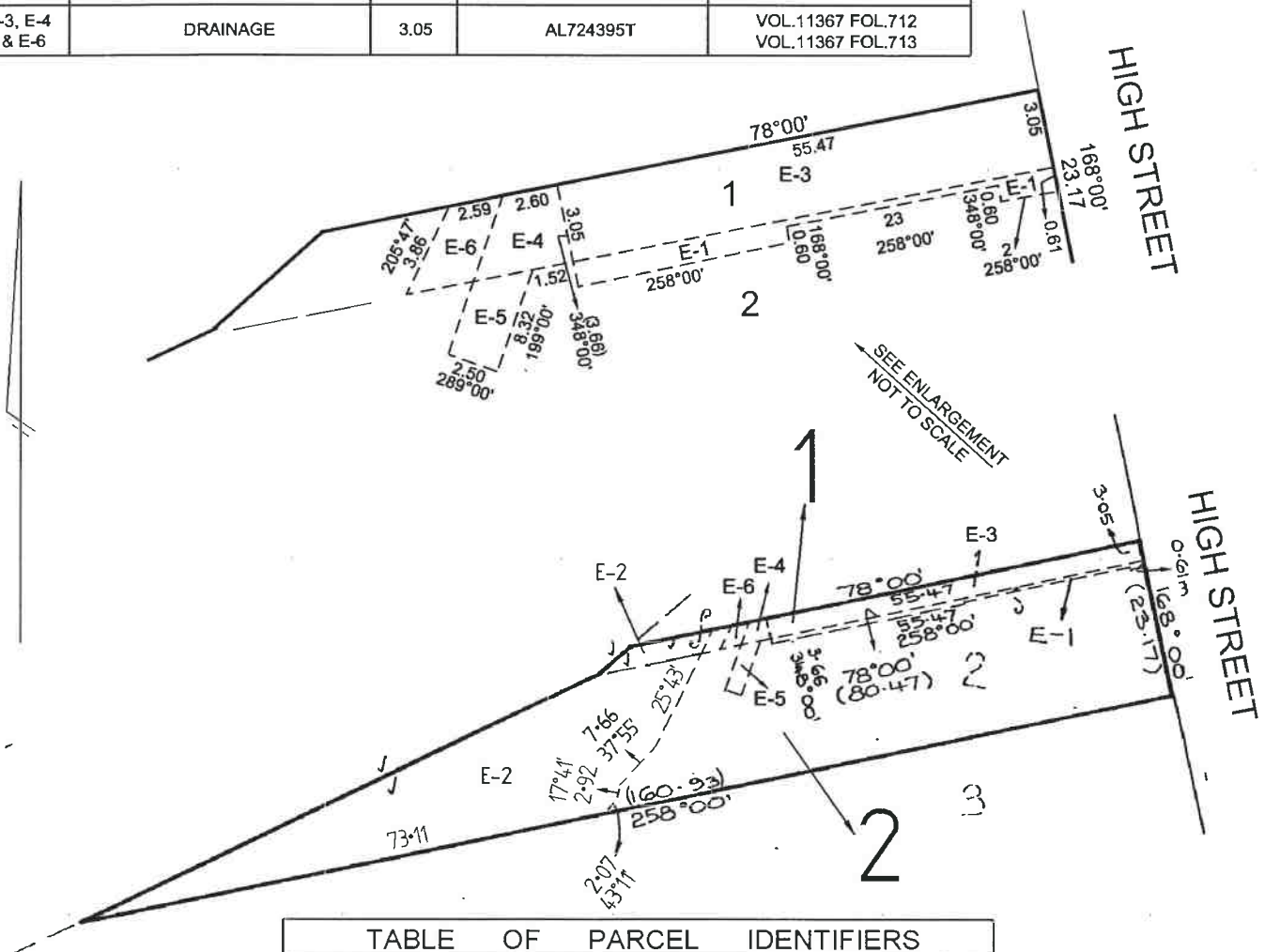


TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

PARCEL 1 = CA 1 (PT)

PARCEL 2 = CA 2

LENGTHS ARE IN
METRES

Metres = 0.3048 x Feet
Metres = 0.201168 x Links

Sheet 1 of 1 sheets

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

TP816984Q

[illegible]

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

776376

APPLICANT'S NAME & ADDRESS

NICHOLAS W J ROLFE & ASSOCIATES C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

MC FARLANE, CAROL ANNE

PURCHASER

MC FARLANE, CAROL

REFERENCE

1210

This certificate is issued for:

LOT 1 PLAN TP962524 ALSO KNOWN AS HEYGARTH STREET ECHUCA
CAMPASPE SHIRE

The land is covered by the:

CAMPASPE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a PARKING OVERLAY - PRECINCT 1
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and a FLOODWAY OVERLAY
- and a HERITAGE OVERLAY (HO1)

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/campaspe>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

14 September 2021

Hon. Richard Wynne MP
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 13 June 2021 06:44 PM

PROPERTY DETAILS

Address: **ABOVE 499-501 HIGH STREET ECHUCA 3564**

Lot and Plan Number: **Lot 1 TP816984**

Standard Parcel Identifier (SPI): **1\TP816984**

Local Government Area (Council): **CAMPASPE**

www.campaspe.vic.gov.au

Council Property Number: **28302**

Planning Scheme: **Campaspe**

planning-schemes.delwp.vic.gov.au/schemes/campaspe

Directory Reference: **VicRoads 596 H6**

This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **Coliban Water**

Melbourne Water: **outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

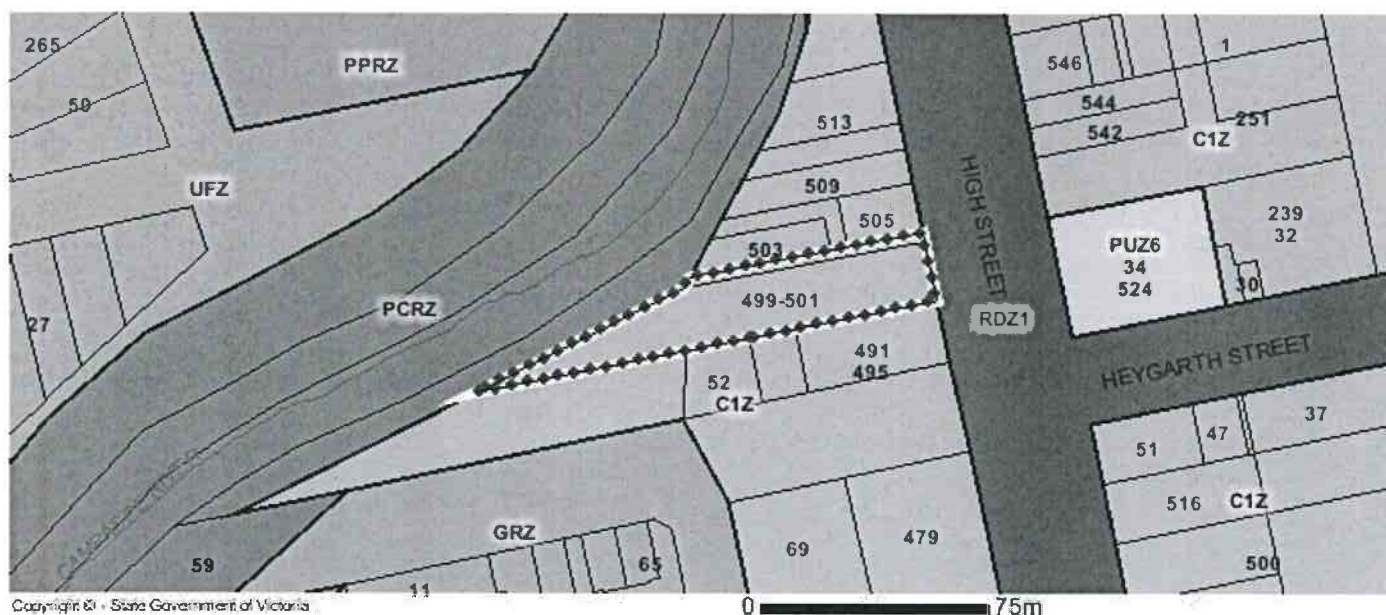
Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **MURRAY PLAINS**

Planning Zones

COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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- | | | |
|---------------------------------|--------------------------------------|---------------------------------------|
| C1Z - Commercial 1 | GRZ - General Residential | PCRZ - Public Conservation & Resource |
| PPRZ - Public Park & Recreation | PUZ6 - Public Use - Local Government | RDZ1 - Road - Category 1 |
| UFZ - Urban Floodway | | |

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

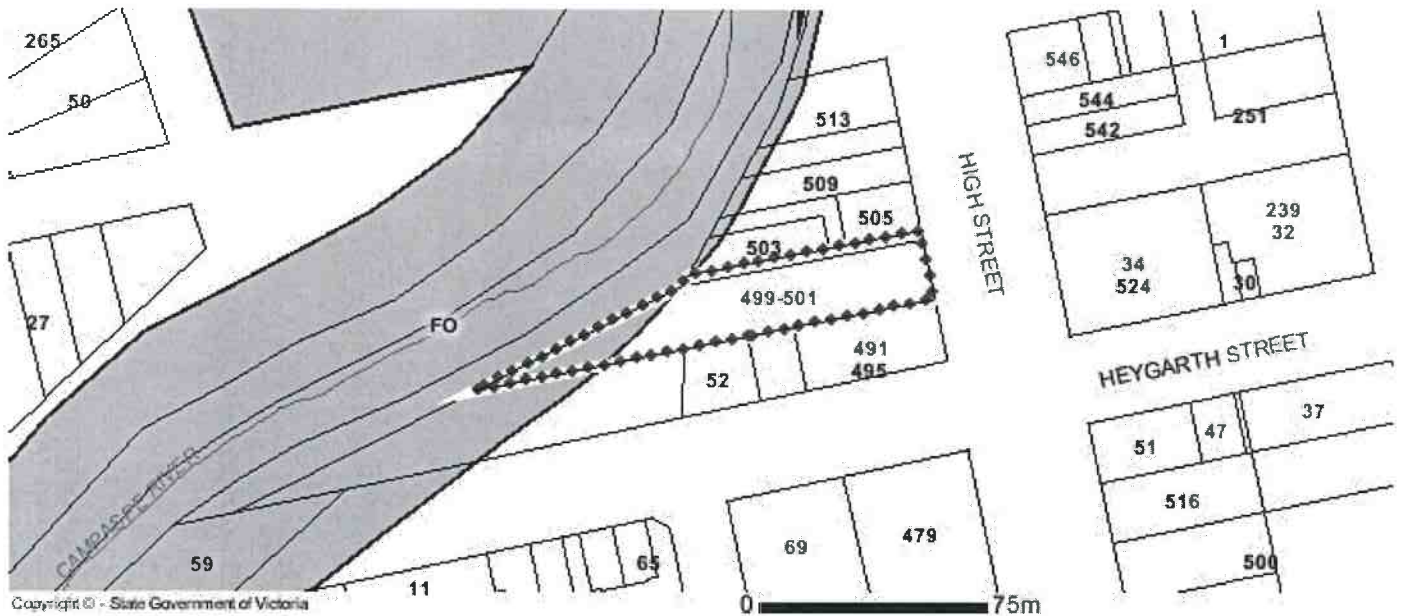
PLANNING PROPERTY REPORT: 499-501 HIGH STREET ECHUCA 3564

Page 1 of 7

Planning Overlays

FLOODWAY OVERLAY (FO)

FLOODWAY OVERLAY SCHEDULE (FO)

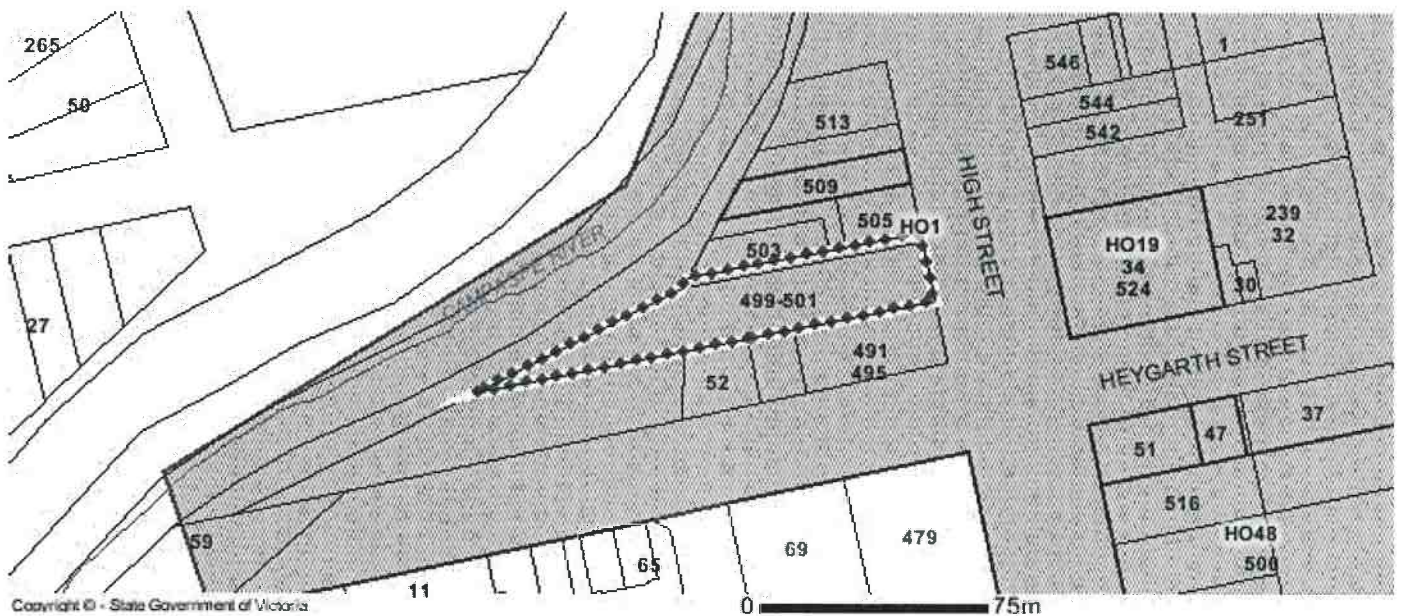


FO - Floodway

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY SCHEDULE (HO1)



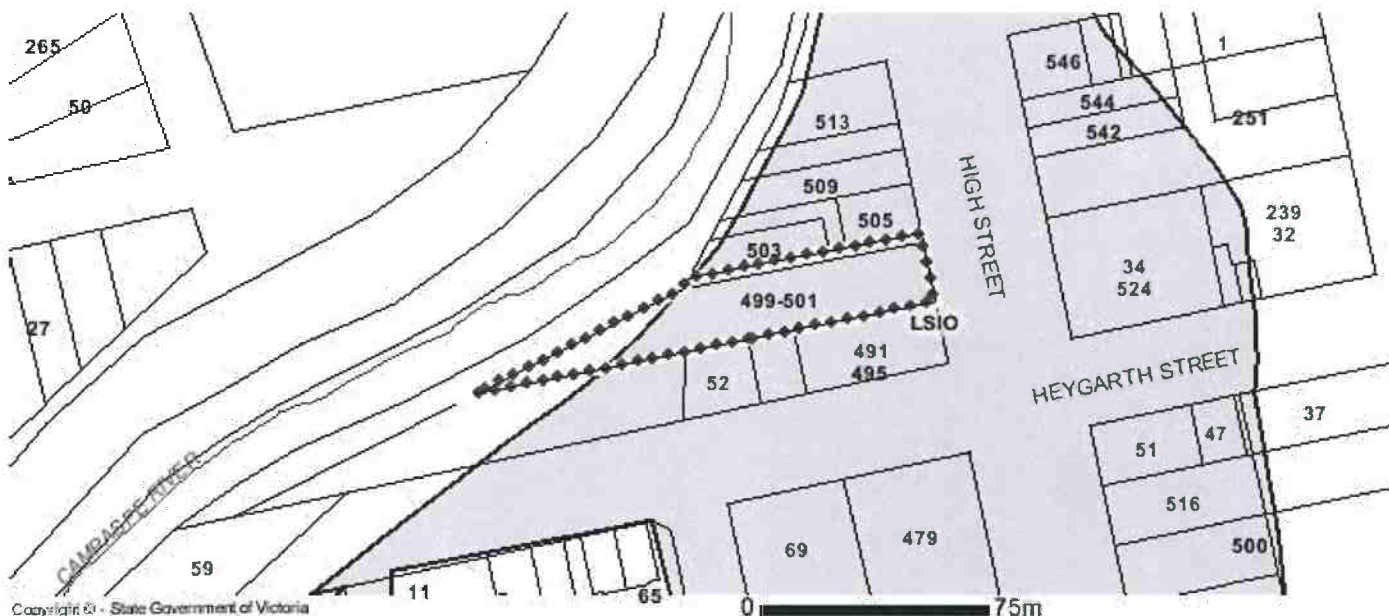
HO - Heritage


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

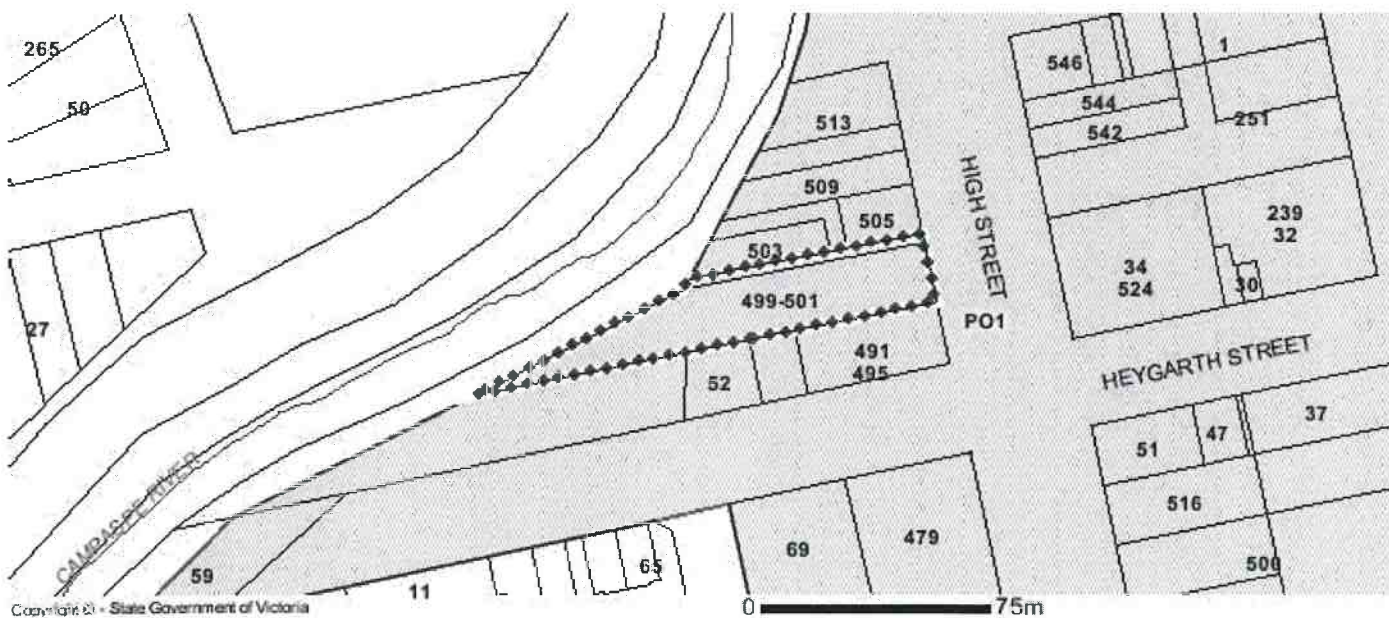


 LSIO - Land Subject to Inundation

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



 PO - Parking

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

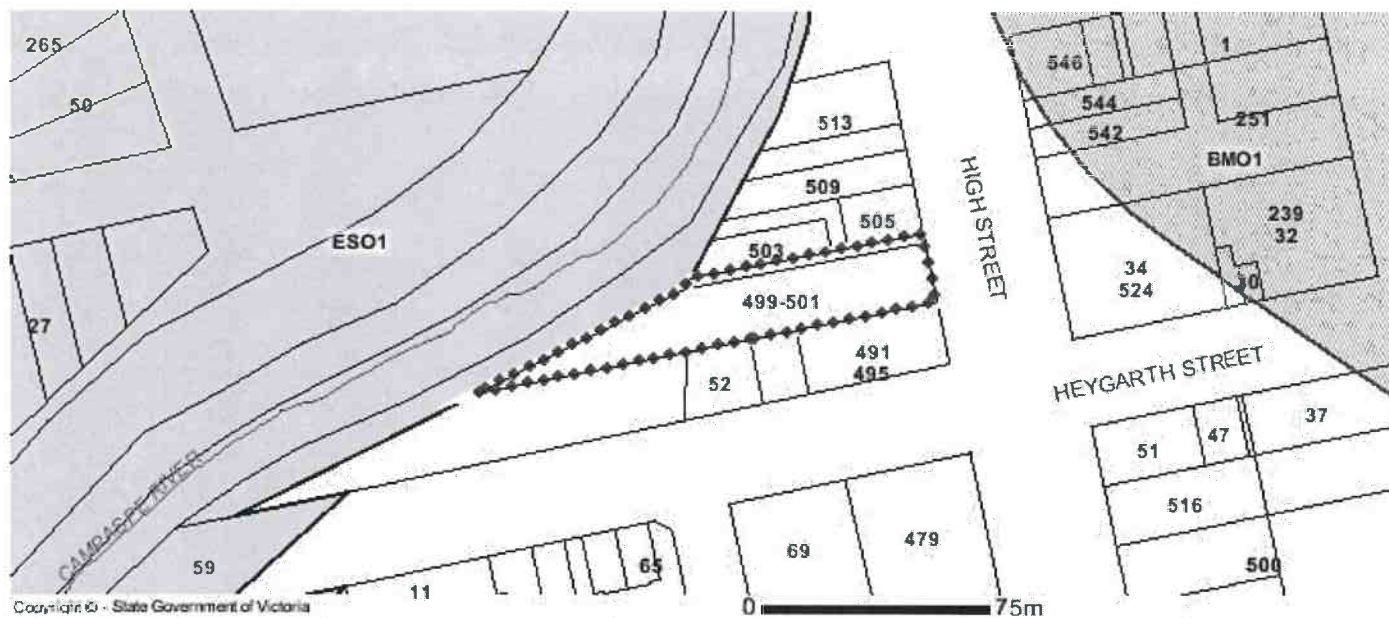
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



 BMO - Bushfire Management

 ESO - Environmental Significance

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

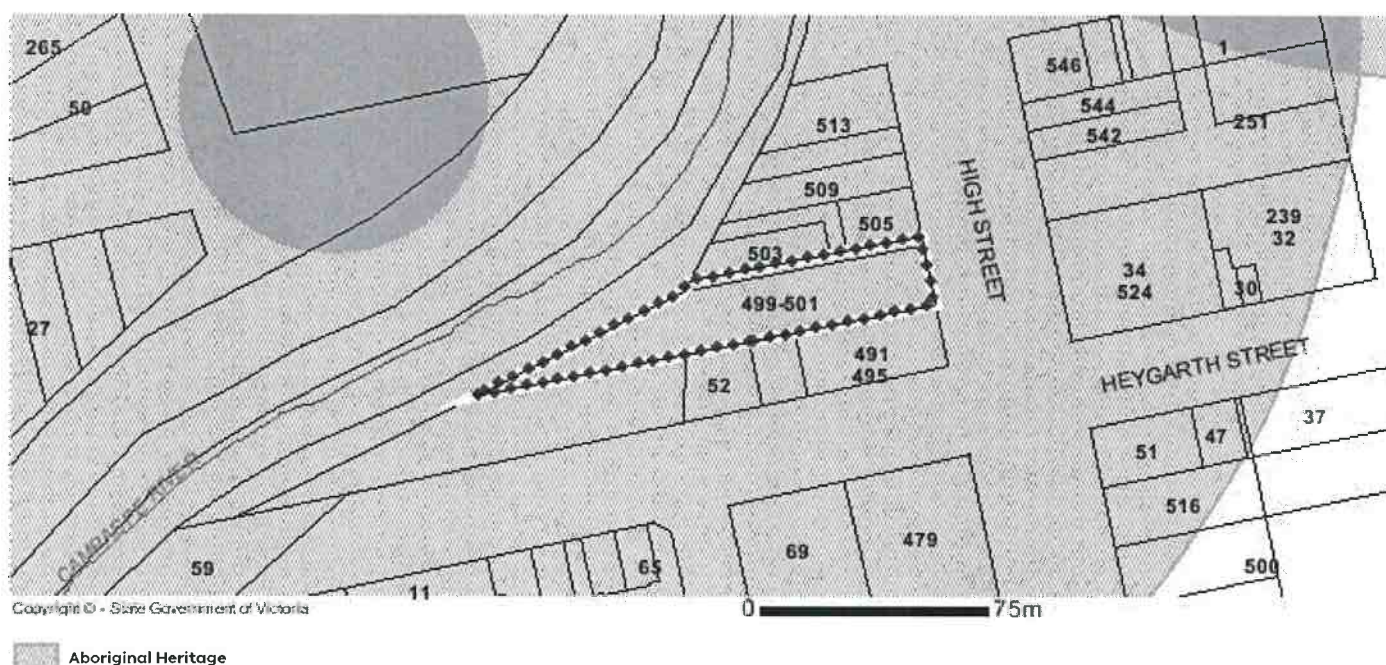
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



Further Planning Information

Planning scheme data last updated on 9 June 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

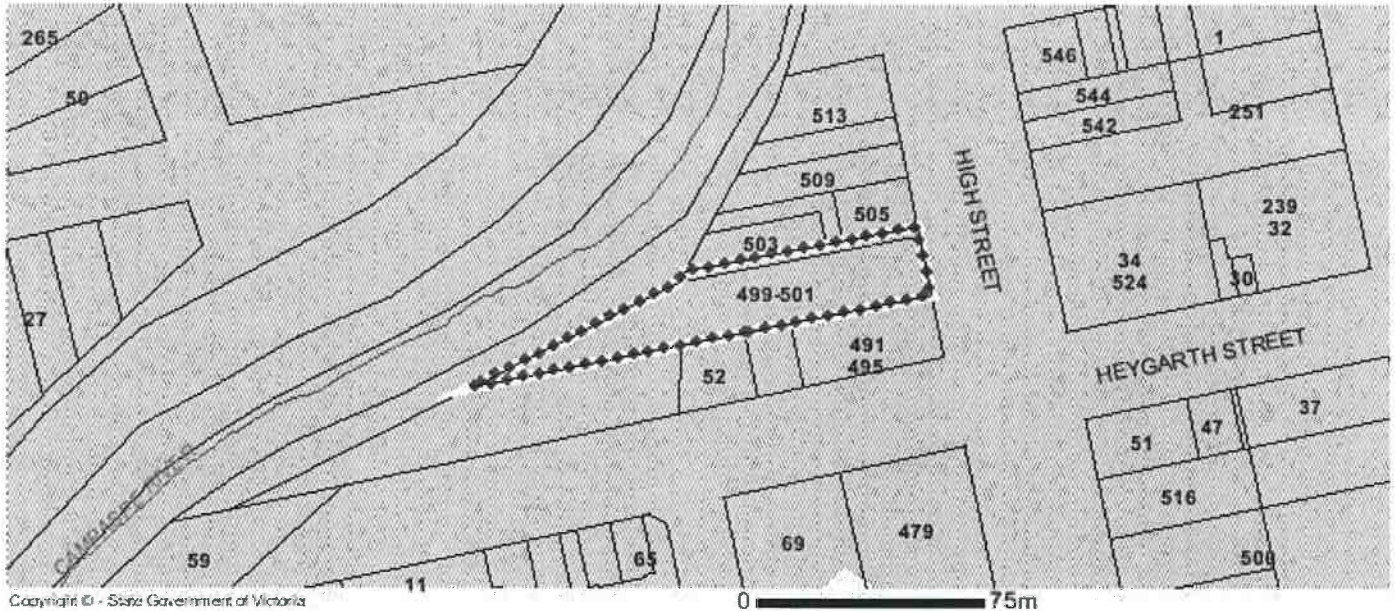
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Area

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Property Report from www.land.vic.gov.au on 13 June 2021 06:43 PM

Address: ABOVE 499-501 HIGH STREET ECHUCA 3564

Lot and Plan Number: This property has 2 parcels. See table below.

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): CAMPASPE **Council Property Number:** 28302

Directory Reference: VicRoads 596 H6

Note: There are 3 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

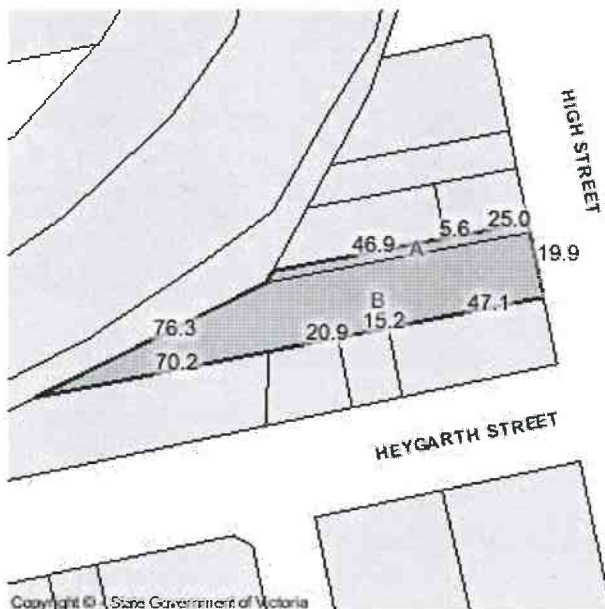
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 2606 sq. m

Perimeter: 334 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

2 dimensions shorter than 4m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at **Title and Property Certificates**

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 TP816984	1\TP816984
B	Lot 2 TP816984	2\TP816984

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MURRAY PLAINS

Utilities

Rural Water Corporation: Goulburn-Murray Water

Urban Water Corporation: Coliban Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR ([Information about choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [COMMERCIAL 1 ZONE \(C1Z\)](#)
[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

Planning Overlays: [FLOODWAY OVERLAY \(FO\)](#)
[FLOODWAY OVERLAY SCHEDULE \(FO\)](#)
[HERITAGE OVERLAY \(HO\)](#)
[HERITAGE OVERLAY SCHEDULE \(HO1\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)
[PARKING OVERLAY \(PO\)](#)
[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 9 June 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

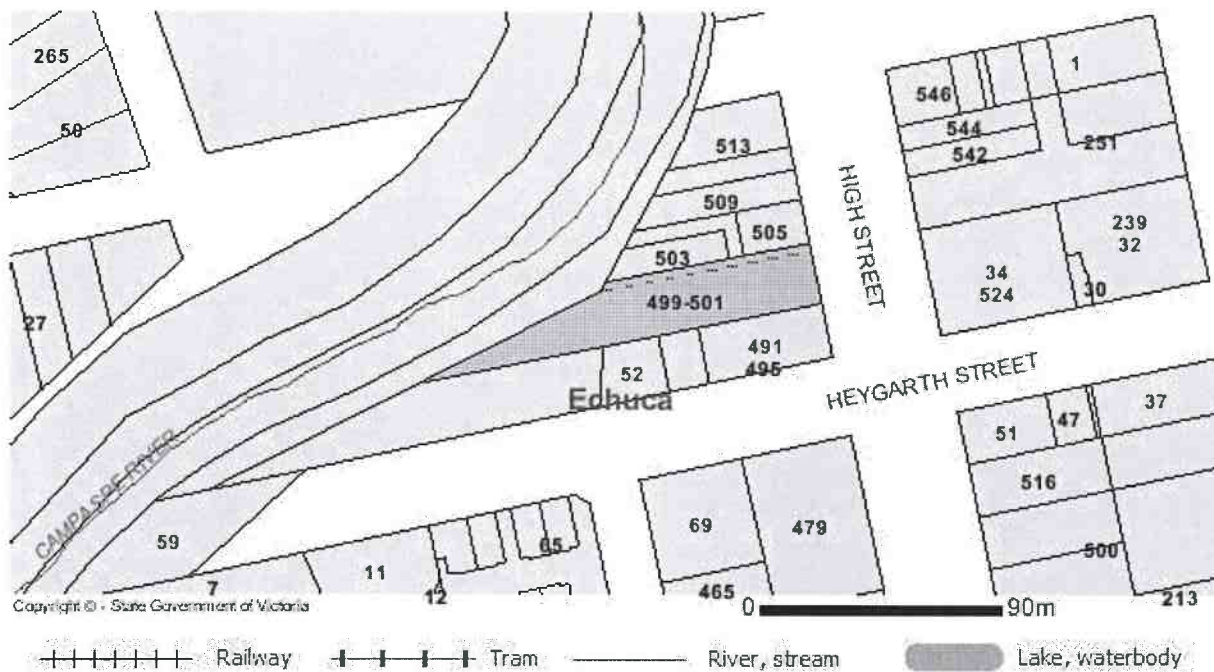
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Area Map





LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

07 September 2021

Landata
Gpo Box 527
MELBOURNE VIC 3001
Certificate No: CerR/D007801

Bill Code: 102087
Reference No: 010000283019
Email Acquisition to: shire@campaspe.vic.gov.au
Your Reference: 53782300-013-4 Nicholas WJ Rolfe & Assoc

PROPERTY DETAILS

Property Number: 28301
Property Owner/s: Carol A McFarlane
Property Address: 501 High Street ECHUCA VIC 3564
Property Description: Part Lot 1 TP 816984Q PSH ECN Part Lot 2 TP 816984Q PSH ECN
Land Area: 2605.91m2
AVPCC 210 - Retail Premises (single occupancy)

VALUATION DETAILS

Site Value: \$354,000 **Valuation Date:** 01/01/2021
Capital Improved Value: \$354,000
Net Annual Value: \$21,200 **Effective Date:** 01/07/2021
Council utilises the Capital Improved Valuation (C.I.V.) for rating purposes

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2022:

Rate Category		
Current Commercial Rates	1,632.26	
Current Municipal Charge	200.00	
Current Recycle Charge	67.65	
Current Fire Service Levy & Rate	465.93	
Current Waste Charge	275.00	
Current Rates Year Charges - SUB TOTAL		2,640.84
Current Rates Year Adjustments\Payments	0.00	0.00
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
	0.00	0.00
Scheme Charges		0.00
Scheme Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING	0.00	\$2,640.84



LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

ORDERS:

IS THE LAND:

- | | | |
|-----|---|-----|
| (a) | Liable to flooding? | Yes |
| (b) | Along with all other land in the Campaspe Shire, designated as likely to be subject to infestation by termites (pursuant to Building Regulations 2006, Regulation 803)? | Yes |
| (c) | Likely to be subject to significant snowfalls? | No |

CULTURAL & RECREATION LAND: There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. The Liability is:

SECTIONS 173, 174A. There is no potential liability for the land to become rateable under Sections 173 or 174A of the Local Government Act 1989. The liability is:

RECREATIONAL PURPOSES: There is no outstanding amount required to be paid for recreational purposes for any transfer of land required to Council for Recreational purposes under Section 18 of the Subdivision of Land Act 1988, or the Local Government Act 1958. The liability is:

OTHER: There are no notices or order on the land that have been served by Council under the Local Government Act 1958, or 1989, or any other act or regulation, or under Local Law of the Council which have a continuing application as at the date of this certificate. The orders are as follows:

RECOVERY OF MONEY OWED TO COUNCIL: There is no outstanding monies owed to Council by a former owner / occupier of any building or land (other than rates or charges or money for personal services carried out by Council). The liability on the present occupier / owner is:

ELECTRICITY INDUSTRY ACT 2000: There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

SECTION 181C: There is no environmental upgrade charge in relation to the land which is owed under section 181C of the act.

Should you have any queries regarding this Certificate, please contact Council's rates department on 03 5481 2200 or shire@campaspe.vic.gov.au and quote Certificate reference **CerR/D007801**.

I hereby certify that as at the issue date the information given in this certificate is true and correct disclosure of the rates and other monies and interest payable to the Shire of Campaspe together with any notices or orders referred to in this certificate.

07 September 2021

Authorised Officer

Issue Date

NOTE:

- (1) In accordance with Section 175(1) of the Local Government Act 1989, the purchaser **MUST PAY** all rates and charges outstanding at the time that person become owner of the land. Any rates unpaid after the final date for payment will incur interest at the prescribed rate. The final date for payment is: 15 Feb 2022
- (2) Any structural improvements or alterations to this property may result in the property being revalued. Supplementary valuations may be returned by Councils valuer at any stage during the rating year which may result in additional rates being assessed for part, or all of the rating year.
- (3) The information provided on the land certificate in relation to flooding is based upon the Campaspe Planning Scheme "Land Subject to Inundation Overlay". This control is based upon information provided to Council by the Department of Natural Resources and Environment. Council does not take any responsibility for the accuracy of this information. This information does not include inundation that may occur from urban stormwater systems.



LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

07 September 2021

Landata
Gpo Box 527
MELBOURNE VIC 3001
Certificate No: CerR/D007795

Biller Code: 102087
Reference No: 010000283027
Email Acquisition to: shire@campaspe.vic.gov.au
Your Reference: 53742553-013-8 Nicholas WJ Rolfe & Assoc

PROPERTY DETAILS

Property Number: 28302
Property Owner/s: Carol A McFarlane
Property Address: 499-501 High Street ECHUCA VIC 3564
Property Description: Part Lot 1 TP 816984Q PSH ECN Part Lot 2 TP 816984Q
PSH ECN Lot 1 TP 962524J
Land Area: 5105.91m2
AVPCC 128 - Individual Flat

VALUATION DETAILS

Site Value: \$349,000 **Valuation Date:** 01/01/2021
Capital Improved Value: \$349,000
Net Annual Value: \$20,870 **Effective Date:** 01/07/2021
Council utilises the Capital Improved Valuation (C.I.V.) for rating purposes

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2022:

Rate Category		
Current General Rates	1,387.28	
Current Municipal Charge	200.00	
Current Recycle Charge	61.50	
Current Fire Service Levy & Rate	134.59	
Current Waste Charge	165.00	
Current Organics Charge	55.00	
Current Rates Year Charges - SUB TOTAL		2,003.37
Current Rates Year Adjustments\Payments	0.00	0.00
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
	0.00	0.00
Scheme Charges		0.00
Scheme Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING	0.00	\$2,003.37



LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

ORDERS:

IS THE LAND:

- | | | |
|-----|---|-----|
| (a) | Liable to flooding? | Yes |
| (b) | Along with all other land in the Campaspe Shire, designated as likely to be subject to infestation by termites (pursuant to Building Regulations 2006, Regulation 803)? | Yes |
| (c) | Likely to be subject to significant snowfalls? | No |

CULTURAL & RECREATION LAND: There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. The Liability is:

SECTIONS 173, 174A. There is no potential liability for the land to become rateable under Sections 173 or 174A of the Local Government Act 1989. The liability is:

RECREATIONAL PURPOSES: There is no outstanding amount required to be paid for recreational purposes for any transfer of land required to Council for Recreational purposes under Section 18 of the Subdivision of Land Act 1988, or the Local Government Act 1958. The liability is:

OTHER: There are no notices or order on the land that have been served by Council under the Local Government Act 1958, or 1989, or any other act or regulation, or under Local Law of the Council which have a continuing application as at the date of this certificate. The orders are as follows:

RECOVERY OF MONEY OWED TO COUNCIL: There is no outstanding monies owed to Council by a former owner / occupier of any building or land (other than rates or charges or money for personal services carried out by Council). The liability on the present occupier / owner is:

ELECTRICITY INDUSTRY ACT 2000: There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

SECTION 181C: There is no environmental upgrade charge in relation to the land which is owed under section 181C of the act.

Should you have any queries regarding this Certificate, please contact Council's rates department on 03 5481 2200 or shire@campaspe.vic.gov.au and quote Certificate reference **CerR/D007795**.

I hereby certify that as at the issue date the information given in this certificate is true and correct disclosure of the rates and other monies and interest payable to the Shire of Campaspe together with any notices or orders referred to in this certificate.

07 September 2021

Authorised Officer

Issue Date

NOTE:

- (1) In accordance with Section 175(1) of the Local Government Act 1989, the purchaser **MUST PAY** all rates and charges outstanding at the time that person become owner of the land. Any rates unpaid after the final date for payment will incur interest at the prescribed rate. The final date for payment is: 15 Feb 2022
- (2) Any structural improvements or alterations to this property may result in the property being revalued. Supplementary valuations may be returned by Councils valuer at any stage during the rating year which may result in additional rates being assessed for part, or all of the rating year.
- (3) The information provided on the land certificate in relation to flooding is based upon the Campaspe Planning Scheme "Land Subject to Inundation Overlay". This control is based upon information provided to Council by the Department of Natural Resources and Environment. Council does not take any responsibility for the accuracy of this information. This information does not include inundation that may occur from urban stormwater systems.



LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

07 September 2021

Landata
Gpo Box 527
MELBOURNE VIC 3001
Certificate No: CerR/D007800

Billers Code: 102087
Reference No: 010000216480
Email Acquisition to: shire@campaspe.vic.gov.au
Your Reference: 53782204-013-1 Nicholas WJ Rolfe & Associates

PROPERTY DETAILS

Property Number: 21648
Property Owner/s: Carol A McFarlane
Property Address: 499 High Street ECHUCA VIC 3564
Property Description: Part Lot 1 TP 816984Q PSH ECN Part Lot 2 TP 816984Q PSH ECN
Land Area: 2605.91m2
AVPCC 211 - Retail Premises (multiple occupancies)

VALUATION DETAILS

Site Value: \$940,000 **Valuation Date:** 01/01/2021
Capital Improved Value: \$950,000
Net Annual Value: \$56,500 **Effective Date:** 01/07/2021
Council utilises the Capital Improved Valuation (C.I.V.) for rating purposes

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2022:

Rate Category		
Current Commercial Rates	4,380.36	
Current Municipal Charge	200.00	
Current Recycle Charge	135.30	
Current Fire Service Levy & Rate	858.10	
Current Waste Charge	275.00	
Current Rates Year Charges - SUB TOTAL		5,848.76
Current Rates Year Adjustments\Payments	0.00	0.00
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
	0.00	0.00
Scheme Charges		0.00
Scheme Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING	0.00	\$5,848.76



LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

ORDERS:

IS THE LAND:

- | | | |
|-----|---|-----|
| (a) | Liable to flooding? | Yes |
| (b) | Along with all other land in the Campaspe Shire, designated as likely to be subject to infestation by termites (pursuant to Building Regulations 2006, Regulation 803)? | Yes |
| (c) | Likely to be subject to significant snowfalls? | No |

CULTURAL & RECREATION LAND: There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. The Liability is:

SECTIONS 173, 174A. There is no potential liability for the land to become rateable under Sections 173 or 174A of the Local Government Act 1989. The liability is:

RECREATIONAL PURPOSES: There is no outstanding amount required to be paid for recreational purposes for any transfer of land required to Council for Recreational purposes under Section 18 of the Subdivision of Land Act 1988, or the Local Government Act 1958. The liability is:

OTHER: There are no notices or order on the land that have been served by Council under the Local Government Act 1958, or 1989, or any other act or regulation, or under Local Law of the Council which have a continuing application as at the date of this certificate. The orders are as follows:

RECOVERY OF MONEY OWED TO COUNCIL: There is no outstanding monies owed to Council by a former owner / occupier of any building or land (other than rates or charges or money for personal services carried out by Council). The liability on the present occupier / owner is:

ELECTRICITY INDUSTRY ACT 2000: There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

SECTION 181C: There is no environmental upgrade charge in relation to the land which is owed under section 181C of the act.

Should you have any queries regarding this Certificate, please contact Council's rates department on 03 5481 2200 or shire@campaspe.vic.gov.au and quote Certificate reference **CerR/D007800**.

I hereby certify that as at the issue date the information given in this certificate is true and correct disclosure of the rates and other monies and interest payable to the Shire of Campaspe together with any notices or orders referred to in this certificate.

Authorised Officer

07 September 2021

Issue Date

NOTE:

- (1) In accordance with Section 175(1) of the Local Government Act 1989, the purchaser **MUST PAY** all rates and charges outstanding at the time that person become owner of the land. Any rates unpaid after the final date for payment will incur interest at the prescribed rate. The final date for payment is: 15 Feb 2022
- (2) Any structural improvements or alterations to this property may result in the property being revalued. Supplementary valuations may be returned by Councils valuer at any stage during the rating year which may result in additional rates being assessed for part, or all of the rating year.
- (3) The information provided on the land certificate in relation to flooding is based upon the Campaspe Planning Scheme "Land Subject to Inundation Overlay". This control is based upon information provided to Council by the Department of Natural Resources and Environment. Council does not take any responsibility for the accuracy of this information. This information does not include inundation that may occur from urban stormwater systems.



**REQUEST FOR BUILDING INFORMATION
BUILDING ACT 1993
BUILDING REGULATIONS 2018
REGULATIONS 51 (1)**

Applicant: Nicholas WJ Rolfe & Associates
Address: C/- Landata
GPO Box 527
Melbourne VIC 3001

Your Reference: 53782360-014-3

Property Details: 499 High Street Echuca
Part Lot 1 TP816984Q & Part Lot 2 TP816984Q
Parish of Echuca North

51 (1) A search of our records, based on the ownership details provided has revealed that:-

- No Building Permits have been issued in the preceding ten (10) year period, for the above mentioned property.

There are no current determinations made under regulation 64 (1) or exemptions granted under regulation 231 (2).

There are no current orders, notices or certificates on this land.

Yours sincerely

Andrew Pope

**ANDREW POPE
MUNICIPAL BUILDING SURVEYOR**

Property No: 21648

Issue No: 21/8345

Date: 07/09/2021



**REQUEST FOR BUILDING INFORMATION
BUILDING ACT 1993
BUILDING REGULATIONS 2018
REGULATIONS 51 (1)**

Applicant: Nicholas WJ Rolfe & Associates
Address: C/- Landata
GPO Box 527
Melbourne VIC 3001

Your Reference: 53742553-014-5

Property Details: 499-501 High Street Echuca
Part Lot 1 TP816984Q & Part Lot 2 TP816984Q
Parish of Echuca North

51 (1) A search of our records, based on the ownership details provided has revealed that:-

- No Building Permits have been issued in the preceding ten (10) year period, for the above mentioned property.

There are no current determinations made under regulation 64 (1) or exemptions granted under regulation 231 (2).

There are no current orders, notices or certificates on this land.

Yours sincerely

Andrew Pope

**ANDREW POPE
MUNICIPAL BUILDING SURVEYOR**

Property No: 28302

Issue No: 21/8343

Date: 07/09/2021



**REQUEST FOR BUILDING INFORMATION
BUILDING ACT 1993
BUILDING REGULATIONS 2018
REGULATIONS 51 (1)**

Applicant: Nicholas WJ Rolfe & Associates
Address: C/- Landata
GPO Box 527
Melbourne VIC 3001

Your Reference: 53782442-014-6

Property Details: 501 High Street Echuca
Part Lot 1 TP816984Q & Part Lot 2 TP816984Q
Parish of Echuca North

51 (1) A search of our records, based on the ownership details provided has revealed that:-

- No Building Permits have been issued in the preceding ten (10) year period, for the above mentioned property.

There are no current determinations made under regulation 64 (1) or exemptions granted under regulation 231 (2).

There are no current orders, notices or certificates on this land.

Yours sincerely

Andrew Pope

**ANDREW POPE
MUNICIPAL BUILDING SURVEYOR**

Property No: 28301

Issue No: 21/8346

Date: 07/09/2021



TAX INVOICE

ABN Number 23 604 881 620

A R McFarlane & C A McFarlane
499 High Street
ECHUCA VIC 3564

Application Reference:	Building - Pool Register - BldPR01461
Site Address:	499 High Street ECHUCA VIC 3564
Tax Invoice Number	20202716
Issue Date:	12 November 2020





CHARGE SUMMARY

Charge Description	Qty	Comment	Exclusive amount	Disc	GST Amount	Inclusive Amount
Building - Swimming Pool Registration Fee	1		\$31.85	\$0.00	\$0.00	\$31.85
Building - Swimming Pool Information Search	1		\$47.25	\$0.00	\$0.00	\$47.25
Total Amount Due			\$79.10	\$0.00	\$0.00	\$79.10

Pay Online at www.campaspe.vic.gov.au (use BldPR01461)



Balance statement – This section provides the balance for all charges on Application Number BldPR01461, including unpaid amounts from previous Tax Invoices issued by council.

Issue Date	12 November 2020	Invoice No	20202716
Contact:		Receipt Source:	Rams
Applicant:	Allan Russell McFarlaneCarol Anne McFarlane		
Application Ref:	BldPR01461	Amount:	\$79.10
 in person at any post office	 *481 12 00000151 120000143905		Biller Code: 102087 Customer Reference Number: 120000143905
 Online	www.campaspe.vic.gov.au with BldPR01461		

If mailing, please detach and send with payment to:
Campaspe Shire Council, PO Box 35 Echuca 3564

Amount Tendered for Payment

\$

Receipt No



ABN 96 549 082 360

TAX INVOICE



AR & C A McFarlane
PO Box 1082
ECHUCA VIC 3564



1300 363 200

www.coliban.com.au

Date of Issue: 3 March 2021

Next Scheduled Reading: 2 June 2021

Customer Number

C-00008336

Invoice Number

INV-0001023803

Amount Due

\$284.02

Pay By

31 March 2021

Service Address: Hairdresser 501 High Street Echuca VIC 3564
Classification: Non-Household

Opening Balance	\$264.45
Total Payment Received up to 2 March 2021	CR \$264.45
Balance	\$0.00

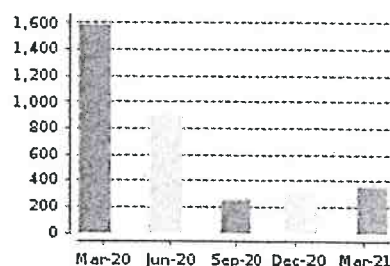
Current Charges

Water Service Fee	\$53.55
Water Consumption	\$69.54
Sewerage Service Fee	\$160.93
Sewerage Volume	\$0.00
Total (Excl GST)	\$284.02
GST	\$0.00
Total (Incl GST)	\$284.02

Total Amount Due \$284.02

See over the page for payment options
Concession has not been applied
(refer over for eligibility).

Average daily usage in litres



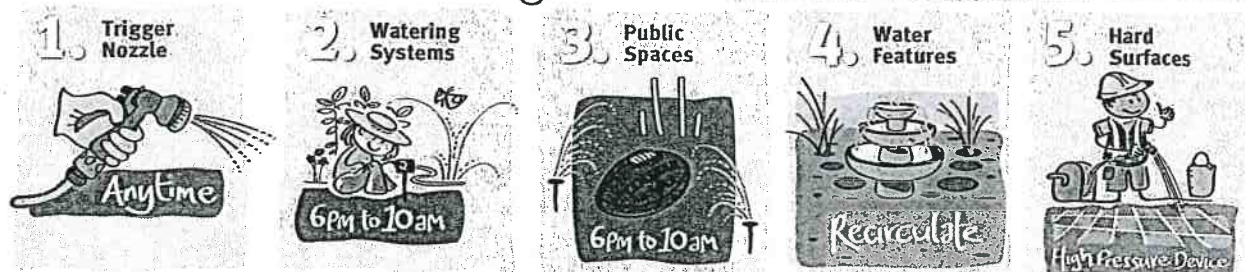
Av. Daily Use: 360 L/day
Av. Daily Cost: \$3.30

For information on the Victorian
Government's *Target Your Water Use*
program visit
www.targetyourwateruse.vic.gov.au

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Permanent Water Saving Rules

5 simple rules are in place at all times when water restrictions are not in force.



To find out more visit www.coliban.com.au or call 1300 363 200 for further information.

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service Number	Meter Number	Previous Date	Previous Reading	Current Date	Current Reading
SP-000080260	16X005867	08-12-2020	1875	03-03-2021	1999
	From Date	To Date	Consumption (Kilolitres)	Rate per kL	Amount
25.00% share	08-12-2020	03-03-2021	31.00	\$ 2.2435	\$69.54

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000080260	25mm	08-12-2020	03-03-2021	86	\$ 0.6227	\$53.55

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000080260	08-12-2020	03-03-2021	86	\$ 1.8713	\$160.93

SEWERAGE VOLUME FEE

Service Number	Dis Fac	Date From	Date To	Volume	Rate per kL	Amount
SP-000080260	25.00% share	08-12-2020	03-03-2021	0.00	\$ 0.9735	\$0.00



Receive your bill electronically: You can now receive your bill electronically using BPAY View. For more information on how to pay using BPAY View or BPOINT, visit our website.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us. Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible. In contacting us you are authorising us to confirm your eligibility with Centrelink or DVA. This consent is ongoing until you contact us or revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings, credit or cheque account.

Billers Code: 39156
Ref: 1000 0000 8336 5

Credit Card/Internet: Using BPoint
www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Billers Code: 39156
Ref: 1000 0000 8336 5

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.

Centrepay Reference Number: 555 057 363A
Account Reference ID: 1000 0000 8336 5

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554



In Person: Australia Post outlets.



Rec 208 771
8/4/21

PAYMENT SLIP

Customer Number

C-00008336

Payment Reference Number

1000 0000 8336 5

Amount Due

\$284.02

Pay By

31 March 2021

Amount Being Paid





1300 363 200
www.coliban.com.au

Date of Issue: 8 December 2020

Next Scheduled Reading: 8 March 2021

ABN 96 549 082 360

TAX INVOICE



AR & C A McFarlane
PO Box 1082
ECHUCA VIC 3564

Customer Number
C-00008338

Invoice Number
INV-0000934900

Amount Due
\$319.42

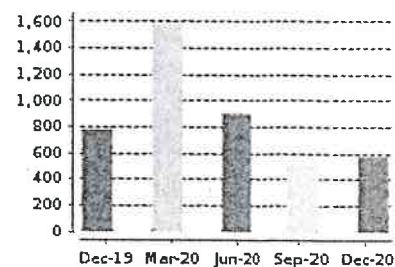
Pay By

5 January 2021

Service Address: Upstairs residence 501 High Street Echuca VIC 3564
Classification: Household

See over the page for payment options
Concession has not been applied
(refer over for eligibility).

Average daily usage in litres



Av. Daily Use: 583 L/day
Av. Daily Cost: \$3.80

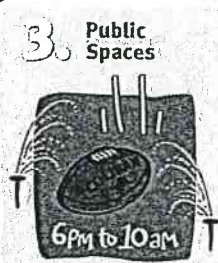
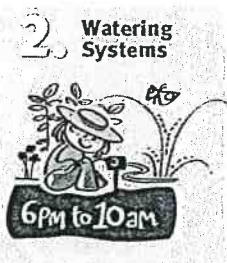
For information on the Victorian
Government's *Target Your Water Use*
program visit
www.targetyourwateruse.vic.gov.au

Opening Balance	\$331.18
Total Payment Received up to 7 December 2020	CR \$331.18
Balance	\$0.00
Current Charges	
Water Service Fee	\$52.30
Water Consumption	\$109.93
Sewerage Service Fee	\$157.19
Total (Excl GST)	\$319.42
GST	\$0.00
Total (Incl GST)	\$319.42
Total Amount Due	\$319.42

Pa. 14/1,
Rec 198896

Permanent Water Saving Rules

5 simple rules are in place at all times when
water restrictions are not in force.



To find out more visit www.coliban.com.au or call 1300 363 200 for further information

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service	Meter	Previous		Current	
Number	Number	Date	Reading	Date	Reading
SP-000080262	16X005867	15-09-2020	1777	07-12-2020	1875
	From Date	To Date	Consumption (Kilolitres)	Rate per kL	Amount
50.00% share	15-09-2020	07-12-2020	49.00	\$ 2.2435	\$109.93

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000080262	25mm	15-09-2020	07-12-2020	84	\$ 0.6227	\$52.30

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000080262	15-09-2020	07-12-2020	84	\$ 1.8713	\$157.19



Receive your bill electronically: You can now receive your bill electronically using BPAY View. For more information on how to pay using BPAY View or BPOINT, visit our website.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us. Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible. In contacting us you are authorising us to confirm your eligibility with Centrelink or DVA. This consent is ongoing until you contact us or revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings, credit or cheque account.

Biller Code: 39156
Ref: 1000 0000 8338 1

Credit Card/Internet: Using BPoint
www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Biller Code: 39156
Ref: 1000 0000 8338 1

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.
Centrepay Reference Number: 555 057 363A
Account Reference ID: 1000 0000 8338 1

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554



In Person: Australia Post outlets.



PAYMENT SLIP

Customer Number

C-00008338

Payment Reference Number

1000 0000 8338 1

Amount Due

\$319.42

Pay By

5 January 2021

Amount Being Paid



AR & C A McFarlane
PO Box 1082
ECHUCA VIC 3564



1300 363 200

www.coliban.com.au

Date of Issue: 3 March 2021

Next Scheduled Reading: 2 June 2021

Customer Number

C-00008340

Invoice Number

INV-0001024352

Amount Due

\$285.18

Pay By

31 March 2021

Service Address: 499 High Street Echuca VIC 3564

Classification: Non-Household

See over the page for payment options
Concession has not been applied
(refer over for eligibility).

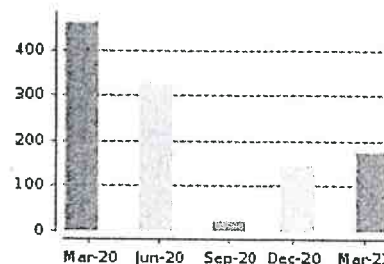
Opening Balance	\$272.60
Total Payment Received up to 2 March 2021	CR \$272.60
Balance	\$0.00

Current Charges

Water Service Fee	\$53.55
Water Consumption	\$33.65
Sewerage Service Fee	\$160.93
Sewerage Volume	\$0.00
Minor Trade Waste Service Fee	\$37.05
Total (Excl GST)	\$285.18
GST	\$0.00
Total (Incl GST)	\$285.18

Total Amount Due **\$285.18**

Average daily usage in litres



Av. Daily Use: 174 L/day

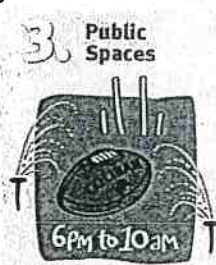
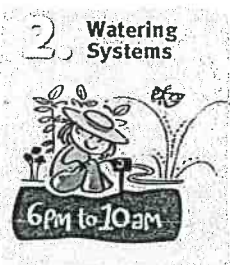
Av. Daily Cost: \$3.32

For information on the Victorian
Government's *Target Your Water Use*
program visit
www.targetyourwateruse.vic.gov.au

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Permanent Water Saving Rules

5 simple rules are in place at all times when water restrictions are not in force.



To find out more visit www.coliban.com.au or call 1300 363 200 for further information

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service	Meter	Previous	Current
Number	Number	Date	Reading
SP-000080264	09W072800	08-12-2020	4262
From Date	To Date	Consumption (Kilolitres)	Rate per kL
08-12-2020	03-03-2021	15.00	\$ 2.2435
			Amount
			\$33.65

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000080264	20mm	08-12-2020	03-03-2021	86	\$ 0.6227	\$53.55

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000080264	08-12-2020	03-03-2021	86	\$ 1.8713	\$160.93

SEWERAGE VOLUME FEE

Service Number	Dis Fac	Date From	Date To	Volume	Rate per kL	Amount
SP-000080264	95.00	08-12-2020	03-03-2021	0.00	\$ 0.9735	\$0.00

MINOR TRADE WASTE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000080263	08-12-2020	03-03-2021	86	\$ 0.4309	\$37.05



Receive your bill electronically: You can now receive your bill electronically using BPAY View. For more information on how to pay using BPAY View or BPOINT, visit our website.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us. Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible. In contacting us you are authorising us to confirm your eligibility with Centrelink or DVA. This consent is ongoing until you contact us or revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings, credit or cheque account.

Biller Code: 39156
Ref: 1000 0000 8340 7

Credit Card/Internet: Using BPoint
www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Biller Code: 39156
Ref: 1000 0000 8340 7

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.

Centrepay Reference Number: 555 057 363A
Account Reference ID: 1000 0000 8340 7

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554



PAYMENT SLIP

Customer Number

C-00008340

Payment Reference Number

1000 0000 8340 7

Amount Due

\$285.18

Pay By

31 March 2021

Amount Being Paid

In Person: Australia Post outlets.





ABN 96 549 082 360

TAX INVOICE



AR & C A McFarlane
PO Box 1082
ECHUCA VIC 3564



1300 363 200
www.coliban.com.au

Date of Issue: 3 March 2021

Next Scheduled Reading: 2 June 2021

Customer Number

C-00079665

Invoice Number

INV-0001024948

Amount Due

\$284.02

Pay By

31 March 2021

Service Address: 501 High Street Echuca VIC 3564
Classification: Non-Household

Opening Balance	\$264.45
Total Payment Received up to 2 March 2021	CR \$264.45
Balance	\$0.00

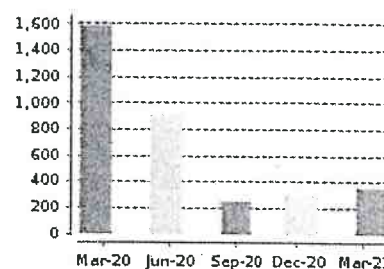
Current Charges

Water Service Fee	\$53.55
Water Consumption	\$69.54
Sewerage Service Fee	\$160.93
Sewerage Volume	\$0.00
Total (Excl GST)	\$284.02
GST	\$0.00
Total (Incl GST)	\$284.02

Total Amount Due \$284.02

See over the page for payment options
Concession has not been applied
(refer over for eligibility).

Average daily usage in litres



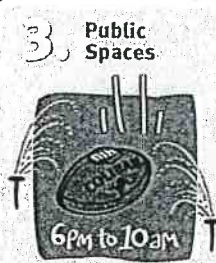
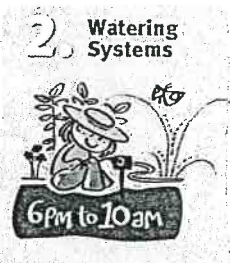
Av. Daily Use: 360 L/day
Av. Daily Cost: \$3.30

For information on the Victorian
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program visit
www.targetyourwateruse.vic.gov.au

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Permanent Water Saving Rules

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To find out more visit www.coliban.com.au or call 1300 363 200 for further information

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service	Meter	Previous		Current	
Number	Number	Date	Reading	Date	Reading
SP-000058233	16X005867	08-12-2020	1875	03-03-2021	1999
	From Date	To Date	Consumption (Kilolitres)	Rate per kL	Amount
25.00% share	08-12-2020	03-03-2021	31.00	\$ 2.2435	\$69.54

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000058233	25mm	08-12-2020	03-03-2021	86	\$ 0.6227	\$53.55

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000058233	08-12-2020	03-03-2021	86	\$ 1.8713	\$160.93

SEWERAGE VOLUME FEE

Service Number	Dis Fac	Date From	Date To	Volume	Rate per kL	Amount
SP-000058233	25.00% share	08-12-2020	03-03-2021	0.00	\$ 0.9735	\$0.00



Receive your bill electronically: You can now receive your bill electronically using BPAY View. For more information on how to pay using BPAY View or BPOINT, visit our website.



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HOW TO PAY

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BPAY/BPAY View: Contact your financial institution to pay from your savings, credit or cheque account.

Biller Code: 39156
Ref: 1000 0007 9665 1

Credit Card/Internet: Using BPoint
www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Biller Code: 39156
Ref: 1000 0007 9665 1

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.

Centrepay Reference Number: 555 057 363A
Account Reference ID: 1000 0007 9665 1

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554



In Person: Australia Post outlets.



36701000000796651000028402

PAYMENT SLIP

Customer Number

C-00079665

Payment Reference Number

1000 0007 9665 1

Amount Due

\$284.02

Pay By

31 March 2021

Amount Being Paid



Rec 203068

8/4/21

Code 143

Commercial Lease[®]

CENTURY 21
REAL ESTATE

The Real Estate Institute of Victoria Ltd | ACN 004 210 897 | www.reiv.com.au |

The Real Estate Institute of Victoria Ltd COPYRIGHT COMMERCIAL LEASE[®]

Landlord(s): Carol Anne McFarlane

Tenant(s): Chloe Ann Ellis

Premises: 501A High Street, Echuca Vic 3564 (North Shop)

Commercial Lease®

ABOUT THIS LEASE

This is a standard form document. It can be used in the letting of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. **Alterations, additions or both should be recorded in the Special Conditions Schedule not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain professional help when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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8	Inspecting the premises	6
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Commercial Lease[®]

This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1** To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.
- 1.2** Each instalment of rent will be paid -
 - (a) without demand, deduction, or set-off (whether legal or equitable); and
 - (b) in the manner required by the landlord from time to time.

2. Outgoings

- 2.1** During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule, loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

Commercial Lease[®]

- (k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

- (a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;
- (b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;
- (c) that benefit only the premises: 100%.

3. Building operating expenses

- 3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection; essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.
- 3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -
 - (a) some other way of apportioning the expenses is described in the Schedule; or
 - (b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or
 - (c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

- 4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.
- 4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).
- 4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.
- 4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightening and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

Commercial Lease[®]**5. Maintenance and repairs**

- 5.1** During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2** If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3** To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4** Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5** During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

to obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the Landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety

fixtures and fittings connected to or serving the premises.

8. Inspecting the premises

8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.

8.2 On inspecting the premises the landlord, the managing agent or both will -

- (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
- (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

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9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms; and
 - (d) cleansed and tidied the premises and the landlord's fixtures and fittings.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.
- 11.2 A sign will comply with the law and be -
 - (a) displayed as required by the consent and permit(s);
 - (b) securely fastened;
 - (c) maintained in good condition; and
 - (d) removed when the lease ends.
- 11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

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12. Use of the premises

- 12.1** If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -
- (a) obtain it; and
 - (b) comply with it; and
 - (c) keep it current; and
 - (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.
- 12.2** To use the premises for the permitted use specified in the Schedule and no other.
- 12.3** To carry on the permitted use at the premises during the usual business hours for the permitted use.
- 12.4** Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.
- 12.5** To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.
- 12.6** In using the premises not to do, allow, or acquiesce in anything that may -
- (a) be illegal; or
 - (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
 - (c) create a danger or health risk to those on the premises or to the public; or
 - (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
 - (e) result in structural loadings being exceeded; or
 - (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.
- 12.7** Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.
- 12.8** Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.
- 12.9** Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

- 13.1** The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.
- 13.2** To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3** To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4** To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.

14. Assignment and sub-letting

14.1 Section 144 of the Property Law Act 1958 does not apply to this lease.

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

Code 143

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15. Reletting, sale and other rights of entry

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

Commercial Lease[©]**16. Security deposit**

- 16.1** Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of over holding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.
- 16.2** A bank guarantee provided as the security deposit will be -
- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
 - (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
 - (c) handed to the landlord or the managing agent as provided in clause 16.1
- 16.3** The landlord or the managing agent will hold the security deposit and may use it if-
- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
 - (b) a default is not made good as required by notice;
 - (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.
- 16.4** The landlord or the managing agent is not required to advise the tenant before using the security deposit.
- 16.5** To maintain the security deposit at the required amount during the term and any over-holding.
- 16.6** If the security deposit is not sufficient to -
- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.
- 16.7** Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.
- 16.8** If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.
- 16.9** To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.
- 16.10** Notice of a verification statement under section 157(1) of the PPSA is not required.
- 16.11** If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 14 days after the date on which the landlord or the managing agent determine the premises are in such a condition.

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CENTURY 21

17. Interest

- 17.1** To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.
- 17.2** The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.
- 17.3** Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

- 18.1** To pay, or to repay, on demand: -
- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
 - (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.
- 18.2** If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

- 19.1** If the tenant -
- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
 - (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

- 22.1** If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be a tenant from month-to-month; and

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- (ii) on the terms and conditions of this lease, so far as they are applicable to a monthly tenancy; and
- (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
- (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
- (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice.

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further rent will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease ends

unless the landlord and the tenant agree otherwise in writing.

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- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

25. CPI adjustment of the rent

- 25.1** On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

R equals A multiplied by B divided by C

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

- 25.2** If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.
- 25.3** If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.
- 25.4** If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

- 26.1** On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.
- 26.2** On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

- 27.1** If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and

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- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ; and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

- 27.2** If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.
- 27.3** Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Security Act 2009 (PPSA)

- 29.1** The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.
- 29.2** The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.
- 29.3** The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.
- 29.4** The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.
- 29.5** The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275(1) of the PPSA.
- 29.6** When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.
- 29.7** The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.
- 29.8** The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

Commercial Lease[®]**30. Indemnity by the tenant**

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, actions, suits, demands, judgements or costs arising from or related to such damage or injury.

31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the Building or for all these purposes, but they must not be inconsistent with the rights of the tenant as set out in this Lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current.

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33.3 The tenant will from time to time comply with the rules or regulations and rules of an owners corporation (if applicable) - whether original, altered or substituted - starting on the date of being given notice of them.

34. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- (c) being a company -
 - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
 - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
 - (iii) it is placed under official management; or
 - (iv) it goes into liquidation; or
 - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) the tenant being an individual commits an act of bankruptcy;
- (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) the tenant closes the premises during normal business hours for the permitted use or permits or acquiesces in the premises being closed for business during normal business hours for the permitted use;
- (i) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.

34.3 If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

35. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

36. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.

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- 36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

37. Goods and Services Tax

- 37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).
- 37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.
- 37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
- 37.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.
- 37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
- 37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Definitions and interpretation

In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in regulation 1202 of the Building Regulations 2006.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

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"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

The singular includes the plural and vice versa.

The masculine gender includes the female and neuter genders.

If it is necessary to determine priority between the provisions of this lease, the priority is -

- the content, if any, of the Special Conditions Schedule; then
- the content of the Schedule; then
- the respective covenants of the landlord and the tenant.

This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Code 144

Commercial Lease Schedule[®]

CENTURY 21

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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. **Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself.** Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

The landlord advises the tenant this Schedule is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date printed/version at the foot of the first page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant is advised to check the Special Conditions Schedule, before signing this lease.

Date of this Lease: / / 20

Landlord: Carol Anne McFarlane

Contact Person:

Address:

Postcode:

ACN:

ABN:

Phone:

Mobile:

Fax:

Email: onhigh4@gmail.com

Tenant: Chloe Ann Ellis

Contact Person:

Address: 10/33 Federal Street, Echuca

Postcode: 3564

ACN:

ABN: 64 675 944 643

Phone:

Mobile: 0438476147

Fax:

Email: chloeannellis1992@gmail.com

Managing Agent: Rich River Nominees Pty Ltd

Managing Agent: Helen Barnes

Address: T/as Century 21 Rich River Real Estate 128
Hare Street ECHUCA

Postcode: 3564

ACN:

ABN: 12 116 660 890

Phone: (03) 5482 3433

Mobile: 0409321974

Fax: (03) 5482 6155

Email: echucarentals@century21.com.au

Premises*: 501A High Street, Echuca VIC 3564

(*attach plan to each part of this lease, if applicable)

Term: Three (3) Years

Commencement date of the term: 15 / 09 / 20 20

Code 144

Commercial Lease Schedule®

Landlord's fixtures and fittings (CI 5.1(a)): Hot Water Service, Floating Floor, 2 Split Systems, Kitchen Cabinet & Sink, Beauty Room Cabinet & Basin, Toilet & Basin, Fire Extinguisher, all items on the property at the commencement of tenancy, owned by the Landlord.

(*if insufficient space, attach extra page(s))

Further term(s) (CI 23): 1 x Two Year Options

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 15 / 06 / 20 23

Commencement date of the next further term (CI 23): 15/09/2023

Commencing rent* (CI 1): \$1,935.80 ~~Per Annum**~~ / Per Calendar month**

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST inclusive

Rent commencement date (CI 1): 15 / 09 / 20 20

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): 12.0 months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$ 20,000,000.00

Outgoings excluded (CI 2.1): Nil

Outgoings, manner of apportionment (CI 2.3): Refer to Disclosure Statement

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)):

Building operating expenses, apportionment (CI 3.2(a)): Refer to Disclosure Statement

Permitted use (CI 12.2): Hairdressing and Beauty Salon

Security deposit(CI.16.1): of *\$1,935.00 or *equivalent to _____ months rent plus GST.

(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (CI 24.1): 15/09/2023 & 15/09/2025

CPI adjustment of rent dates (CI 25.1): Not Applicable

Fixed rent increases percentage or amount (CI 26.1): 2.5%

Fixed rent increases dates (CI 26.1): 15/09/2022, 15/09/2022, 15/09/2024

Code 144

CENTURY 21

Commercial Lease Schedule[®]

Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord **Carol Anne McFarlane**

Carol AM Farlane

in the presence of
Witness Name: *Rebecca Berg*

RB Berg

Signed sealed and delivered by the tenant **Chloe Ann Ellis**

in the presence of
Witness Name: *Helen Barner*

Chloe Ann Ellis
Helen Barner

Code 143

Commercial Lease[©]

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COPYRIGHT COMMERCIAL LEASE[©]

Landlord(s): Carol Anne McFarlane

Tenant(s): Serendipity (WA) Pty Ltd t/as Advanced Personnel Management

Premises: 501¹ High Street, Echuca VIC 3564

Commercial Lease®

ABOUT THIS LEASE

This is a standard form document. It can be used in the letting of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. **Alterations, additions or both should be recorded in the Special Conditions Schedule not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain professional help when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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Commercial Lease®

This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1 To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.
- 1.2 Each instalment of rent will be paid -
 - (a) without demand, deduction, or set-off (whether legal or equitable); and
 - (b) in the manner required by the landlord from time to time.

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule, loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

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- (k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

- (a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;
- (b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;
- (c) that benefit only the premises: 100%.

3. Building operating expenses

- 3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.
- 3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -
 - (a) some other way of apportioning the expenses is described in the Schedule; or
 - (b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or
 - (c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

- 4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.
- 4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).
- 4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.
- 4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightening and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

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5. Maintenance and repairs

- 5.1 During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2 If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3 To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4 Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5 During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

to obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the Landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety

fixtures and fittings connected to or serving the premises.

8. Inspecting the premises

8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.

8.2 On inspecting the premises the landlord, the managing agent or both will -

- (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
- (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

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9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) ~~reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms; and~~
 - (d) cleansed and tidied the premises and the landlord's fixtures and fittings.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.
- 11.2 A sign will comply with the law and be -
 - (a) displayed as required by the consent and permit(s);
 - (b) securely fastened;
 - (c) maintained in good condition; and
 - (d) removed when the lease ends.
- 11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

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12. Use of the premises

- 12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -
- (a) obtain it; and
 - (b) comply with it; and
 - (c) keep it current; and
 - (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.
- 12.2 To use the premises for the permitted use specified in the Schedule and no other.
- 12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.
- 12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.
- 12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.
- 12.6 In using the premises not to do, allow, or acquiesce in anything that may -
- (a) be illegal; or
 - (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
 - (c) create a danger or health risk to those on the premises or to the public; or
 - (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
 - (e) result in structural loadings being exceeded; or
 - (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.
- 12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.
- 12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.
- 12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

- 13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.
- 13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.

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14. Assignment and sub-letting

14.1 Section 144 of the Property Law Act 1958 does not apply to this lease.

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

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15. Reletting, sale and other rights of entry

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

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16. Security deposit

- 16.1** Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of over holding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.
- 16.2** A bank guarantee provided as the security deposit will be -
- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
 - (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
 - (c) handed to the landlord or the managing agent as provided in clause 16.1
- 16.3** The landlord or the managing agent will hold the security deposit and may use it if-
- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
 - (b) a default is not made good as required by notice;
 - (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.
- 16.4** The landlord or the managing agent is not required to advise the tenant before using the security deposit.
- 16.5** To maintain the security deposit at the required amount during the term and any over-holding.
- 16.6** If the security deposit is not sufficient to -
- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.
- 16.7** Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.
- 16.8** If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.
- 16.9** To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.
- 16.10** Notice of a verification statement under section 57(1) of the PPSA is not required.
- 16.11** If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 14 days after the date on which the landlord or the managing agent determine the premises are in such a condition.

- 17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.
- 17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.
- 17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18.1 To pay, or to repay, on demand: -

- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
- (i) ~~each party to pay their legal fees in relation to 15.1(a)(i)~~
the negotiation, preparation, settling and signing of this lease;
- (ii) a default by the tenant;
- (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
- (iv) a variation, surrender or assignment of this lease;
- (v) a renewal of this lease;
- (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.

18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

19. Quiet enjoyment

- 19.1** If the tenant -
- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
 - (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

22. Over-holding

- 22.1** If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be a tenant from month-to-month; and

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- (ii) on the terms and conditions of this lease, so far as they are applicable to a monthly tenancy; and
- (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
- (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and *mul*
- (v) the landlord or the tenant may end the tenancy at any time by giving ^{three} ~~three~~ months prior written notice. *Inv*

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further rent will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease ends

unless the landlord and the tenant agree otherwise in writing.

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- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

25. CPI adjustment of the rent

- 25.1 On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

R equals A multiplied by B divided by C

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

- 25.2 If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.
- 25.3 If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.
- 25.4 If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

- 26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.
- 26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

- 27.1 If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and

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- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ; and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

27.2 If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.

27.3 Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Security Act 2009 (PPSA)

- 29.1** The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.
- 29.2** The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.
- 29.3** The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.
- 29.4** The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.
- 29.5** The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275(1) of the PPSA.
- 29.6** When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.
- 29.7** The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.
- 29.8** The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

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30. Indemnity by the tenant

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, actions, suits, demands, judgements or costs arising from or related to such damage or injury.

31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the Building or for all these purposes, but they must not be inconsistent with the rights of the tenant as set out in this Lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current.

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33.3 The tenant will from time to time comply with the rules or regulations and rules of an owners corporation (if applicable) - whether original, altered or substituted - starting on the date of being given notice of them.

34. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- ~~(c) being a company--~~
 - ~~(i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or~~
 - ~~(ii) a provisional receiver, receiver, or receiver and manager is appointed; or~~
 - ~~(iii) it is placed under official management; or~~
 - ~~(iv) it goes into liquidation; or~~
 - ~~(v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;~~
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) ~~the tenant being an individual commits an act of bankruptcy;~~
- (f) ~~a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.~~
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) ~~the tenant closes the premises during normal business hours for the permitted use or permits or acquiesces in the premises being closed for business during normal business hours for the permitted use;~~
- (i) ~~the premises are unoccupied for a period exceeding 14 days during the term or a period of ever holding.~~

34.3 If the landlord terminates this lease, ^{where there has been a breach} the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time, ^{providing the party not in breach takes all reasonable steps to} ~~minimise any resultant loss or damage.~~

35. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

36. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.

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- 36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

37. Goods and Services Tax

- 37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).
- 37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.
- 37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
- 37.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.
- 37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
- 37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Definitions and interpretation

In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in regulation 1202 of the Building Regulations 2006.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

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Commercial Lease[©]

"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

The singular includes the plural and vice versa.

The masculine gender includes the female and neuter genders.

If it is necessary to determine priority between the provisions of this lease, the priority is -

- the content, if any, of the Special Conditions Schedule; then
- the content of the Schedule; then
- the respective covenants of the landlord and the tenant.

This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

39. The Tenant will advise of its intention to exercise any option under this Lease only by notice signed by its Director and/or Company Secretary



INITIALS

Code 144

Commercial Lease Schedule[®]

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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. **Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself.** Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

The landlord advises the tenant this Schedule is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date printed/version at the foot of the first page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant is advised to check the Special Conditions Schedule, before signing this lease.

Date of this Lease: / / 20

Landlord: Carol Anne McFarlane

Contact Person:

Address: **PO Box 1082, Echuca Vic**

Postcode: **3564**

ACN:

ABN:

Phone:

Mobile: **0477 866 189**

Fax:

Email: **onhigh4@gmail.com**

Tenant: Serendipity (WA) Pty Ltd t/as Advanced Personnel Management

Contact Person:

Address: **58 Ord Street, West Perth WA**

Postcode: **6005**

ACN: **062160614**

ABN: **64062160614**

Phone:

Mobile:

Fax:

Email: **Property@apm.net.au**

Managing Agent: Rich River Nominees Pty Ltd T/as Century 21 Rich River Real Estate

Managing Agent: **Helen Barnes**

Address: **128 Hare Street, ECHUCA VIC**

Postcode: **3564**

ACN:

ABN: **12 116 660 890**

Phone: **(03) 5482 3433**

Mobile: **0409321974**

Fax: **(03) 5482 6155**

Email: **echucarentals@century21.com.au**

Premises*: 501A High Street, Echuca VIC 3564

(*attach plan to each part of this lease, if applicable)

Term: Two (2) Years

Commencement date of the term: 01 / 07 / 20 20

Landlord's fixtures and fittings (CI 5.1(a)): split system, all items on the property at the commencement of tenancy, owned by the Landlord.

Code 144

Commercial Lease Schedule[®]

(*if insufficient space, attach extra page(s))

Further term(s) (CI 23): 1 x One (1) Year Options

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 31 / 03 / 20 22

Commencement date of the next further term (CI 23): 01/07/2022

Commencing rent* (CI 1): \$20,403.24 Per Annum** / ~~Per Calendar month**~~

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST inclusive

Rent commencement date (CI 1): 01 / 07 / 20 20

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): 12.0 months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$ 20,000,000.00

Outgoings excluded (CI 2.1): Shire Rates, Water Rates, Electricity.

Outgoings, manner of apportionment (CI 2.3): 0

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)): 0

Building operating expenses, apportionment (CI 3.2(a)): 0

Permitted use (CI 12.2): Commercial Offices

Security deposit(CI.16.1): ~~of **\$~~ ~~or~~ *equivalent to 2.0 months rent plus GST.

(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

bank guarantee

Market rent review dates (CI 24.1): 01/07/2023

CPI adjustment of rent dates (CI 25.1): Not Applicable.

Fixed rent increases percentage or amount (CI 26.1): 2.5%

Fixed rent increases dates (CI 26.1): By Agreement the rent was reduced on 1/5/2020 by 50% for a period of 6 months, and will return to full rate on 1/11/2020. Fixed Rent Increases apply on 01/07/2021, 01/07/2022, annual increases of 2.5% except when a Market Review Applies.

Code 144

Commercial Lease Schedule®

Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord **Carol Anne McFarlane**

in the presence of
Witness Name:

Signed sealed and delivered by the tenant **Serendipity (WA) Pty Ltd t/as Advanced Personnel Management**

Director Name: **STEPHEN FARRELL**

Director/Company
Secretary Name: **MATTHEW FLOOD**

in the presence of
Witness Name:


CAROLINE LYNNE BELL






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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. **Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself.** Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

The landlord advises the tenant this Schedule is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date printed/version at the foot of the first page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant is advised to check the Special Conditions Schedule, before signing this lease.

Date of this Lease: / / 20

Landlord: Carol Anne McFarlane

Contact Person:

Address:

Postcode:

ACN:

ABN:

Phone:

Mobile:

Fax:

Email: onhigh4@gmail.com

Tenant: Simone Tannous

Contact Person:

Address: 24 Dickson Street, Echuca Vic

Postcode: 3564

ACN:

ABN: TBA

Phone:

Mobile: 0413694950

Fax:

Email: simonetigani@hotmail.com

Managing Agent: Rich River Nominees Pty Ltd

Managing Agent: Helen Barnes

Address: T/as Century 21 Rich River Real Estate 128 Hare Street ECHUCA

Postcode: 3564

ACN:

ABN: 12 116 660 890

Phone: (03) 5482 3433

Mobile: 0409321974

Fax: (03) 5482 6155

Email: echucarentals@century21.com.au

Premises*: 501B High Street, Echuca VIC 3564

(*attach plan to each part of this lease, if applicable)

Term: One (1) Year

Commencement date of the term: 04 / 01 / 20 21

Landlord's fixtures and fittings (Cl 5.1(a)): Hot Water Service, Floor Coverings, Split System, Kitchen Cabinet & Sink, Toilet & Basin, Shower, all items on the property at the commencement of tenancy, owned by the Landlord.

Code 144

Commercial Lease Schedule[®]

(*if insufficient space, attach extra page(s))

Further term(s) (CI 23): 4 x One Year Options

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 04 / 10 / 20 21

Commencement date of the next further term (CI 23): 04/01/2022

Commencing rent* (CI 1): \$836.46 ~~Per Annum**~~ / Per Calendar month**

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST inclusive

Rent commencement date (CI 1): 04 / 01 / 20 21

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): 12.0 months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$ 20,000,000.00

Outgoings excluded (CI 2.1): Nil

Outgoings, manner of apportionment (CI 2.3): Refer to Disclosure Statement

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)):

Building operating expenses, apportionment (CI 3.2(a)): Refer to Disclosure Statement

Permitted use (CI 12.2): Massage & Beauty

Security deposit(CI.16.1): of *\$836.00 or *equivalent to _____ months rent plus GST.

(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (CI 24.1): 04/01/2026

CPI adjustment of rent dates (CI 25.1): Not Applicable

Fixed rent increases percentage or amount (CI 26.1): 3%

Fixed rent increases dates (CI 26.1): 04/01/2022, 04/01/2023, 04/01/2024, 04/01/2025

Code 144

Commercial Lease Schedule[®]

Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord **Carol Anne McFarlane**

in the presence of
Witness Name:

Helen Brown



Signed sealed and delivered by the tenant **Simone Tannous**

in the presence of
Witness Name:

John Tannous



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COPYRIGHT COMMERCIAL LEASE®

Landlord(s): Carol Anne McFarlane

Tenant(s): Simone Tannous

Premises: 501B High Street, Echuca Vic 3564

ABOUT THIS LEASE

This is a standard form document. It can be used in the leasing of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. **Alterations, additions or both should be recorded in the REIV Copyright Special Conditions Schedule (Code 144A) and not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain legal advice when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) ("Schedule") must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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Commercial Lease ©

This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1 To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.
- 1.2 Each instalment of rent will be paid -
 - (a) without demand, deduction, or set-off (whether legal or equitable); and
 - (b) in the manner required by the landlord from time to time.

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule (\$20,000,000.00 if not amount specified), loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

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- (k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned accordingly.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

- (a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;
- (b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;
- (c) that benefit only the premises: 100%.

3. Building operating expenses

3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.

3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -

- (a) some other way of apportioning the expenses is described in the Schedule; or
- (b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or
- (c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.

4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).

4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.

4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightening and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

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5. Maintenance and repairs

- 5.1** During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2** If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3** To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4** Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5** During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) maintain in working order and promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld;
- (j) repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as at the commencement date of this lease at least once every 5 years during the term and any further term viewed as one continuous period or such other period or interval agreed between the landlord and tenant.

6. Alterations and additions**6.1 Before -**

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

the tenant must obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

6.4 Without limiting clause 6.2, in the event the landlord grants consent under this clause 6 and the tenant's works involve any alteration and/or addition to any electrical infrastructure of or to the premises or building, the tenant must, at the completion of such works, provide the landlord or the managing agent with a certificate of electrical safety in accordance with the Electricity Safety Act 1998 and its regulations, in addition to copies of all permits, certificates, approvals and as-built plans in relation to the completed works.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety fixtures and fittings connected to or serving the premises.

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8. Inspecting the premises

- 8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.
- 8.2 On inspecting the premises the landlord, the managing agent or both will -
 - (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
 - (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any unauthorised alterations or additions or damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the unauthorised alterations or additions or damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the unauthorised alterations or additions or the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms;
 - (d) cleaned and tidied the premises and the landlord's fixtures and fittings; and
 - (e) repainted or refinished all painted or finished surfaces in a workmanlike manner to a condition consistent with the surfaces at the commencement date of this lease.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.

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11.2 A sign will comply with the law and be -

- (a) displayed as required by the consent and permit(s);
- (b) securely fastened;
- (c) maintained in good condition; and
- (d) removed when the lease ends.

11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

12. Use of the premises

12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -

- (a) obtain it; and
- (b) comply with it; and
- (c) keep it current; and
- (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.

12.2 To use the premises for the permitted use specified in the Schedule and no other.

12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.

12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.

12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.

12.6 In using the premises not to do, allow, or acquiesce in anything that may -

- (a) be illegal; or
- (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
- (c) create a danger or health risk to those on the premises or to the public; or
- (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
- (e) result in structural loadings being exceeded; or
- (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.

12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.

12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.

12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.

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- 13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.
- 13.5 Without limiting clause 13.4, if the tenant fails to observe and comply with any requirements imposed on the tenant by the OHSA and regulations, the landlord may, but is not under any obligation to, remedy any failures and recover all associated costs from the tenant.

14. Assignment and sub-letting

14.1 Section 144 of the Property Law Act 1958 does not apply to this lease.

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

Commercial Lease[®]**15. Reletting, sale and other rights of entry****15.1 To allow -**

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

16. Security deposit

16.1 Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of overholding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.

16.2 A bank guarantee provided as the security deposit will be -

- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
- (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;

(c) handed to the landlord or the managing agent as provided in clause 16.1

16.3 The landlord or the managing agent will hold the security deposit and may use it if-

- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
- (b) a default is not made good as required by notice;
- (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.

16.4 The landlord or the managing agent is not required to advise the tenant before using the security deposit.

16.5 To maintain the security deposit at the required amount during the term and any over-holding.

16.6 If the security deposit is not sufficient to -

- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.

16.7 Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.

16.8 If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.

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- 16.9 To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.

16.10 Notice of a verification statement under section 157(1) of the PPSA is not required.

16.11 If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with all of the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 30 days after the date on which the lease ends.

17. Interest

- 17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.
- 17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.
- 17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

- 18.1 To pay, or to repay, on demand: -
- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
 - (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.
- 18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

- 19.1 If the tenant -
- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
 - (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

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The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

22.1 If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -

- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
- (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be an over-holding tenant; and
 - (ii) on the terms and conditions of this lease, so far as they are applicable to an over-holding monthly tenancy; and
 - (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
 - (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
 - (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice; and
 - (vi) this lease otherwise continues with no break in the tenant's entitlement to possession.

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further term will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;

Code 143

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COPYRIGHT COMMERCIAL LEASE[©]

Landlord(s): Carol Anne McFarlane

Tenant(s): Lynn Walker

Premises: 499 High Street, Echuca Vic 3564

Commercial Lease[®]**ABOUT THIS LEASE**

This is a standard form document. It can be used in the leasing of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. **Alterations, additions or both should be recorded in the REIV Copyright Special Conditions Schedule (Code 144A) and not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain legal advice when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) ("Schedule") must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1 To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.
- 1.2 Each instalment of rent will be paid -
 - (a) without demand, deduction, or set-off (whether legal or equitable); and
 - (b) in the manner required by the landlord from time to time.

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule (\$20,000,000.00 if not amount specified), loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

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- (k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned accordingly.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

- (a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;
- (b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;
- (c) that benefit only the premises: 100%.

3. Building operating expenses

3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.

3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -

- (a) some other way of apportioning the expenses is described in the Schedule; or
- (b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or
- (c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.

4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).

4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.

4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightning and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.

Commercial Lease[®]**5. Maintenance and repairs**

- 5.1** During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2** If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3** To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4** Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5** During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) maintain in working order and promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld;
- (j) repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as at the commencement date of this lease at least once every 5 years during the term and any further term viewed as one continuous period or such other period or interval agreed between the landlord and tenant.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

the tenant must obtain the written consent of the landlord or the managing agent.

- 6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).
- 6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.
- 6.4 Without limiting clause 6.2, in the event the landlord grants consent under this clause 6 and the tenant's works involve any alteration and/or addition to any electrical infrastructure of or to the premises or building, the tenant must, at the completion of such works, provide the landlord or the managing agent with a certificate of electrical safety in accordance with the Electricity Safety Act 1998 and its regulations, in addition to copies of all permits, certificates, approvals and as-built plans in relation to the completed works.

7. Notice of accidents to premises/building

- 7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -
 - (a) the premises; or
 - (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety fixtures and fittings connected to or serving the premises.

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8. Inspecting the premises

- 8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.
- 8.2 On inspecting the premises the landlord, the managing agent or both will -
 - (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
 - (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

9. Tenant to clean, repair and make good damage

- 9.1 To keep the premises in a thoroughly clean and tidy condition.
- 9.2 To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3 To repair and make good to the reasonable satisfaction of the landlord or the managing agent any unauthorised alterations or additions or damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4 The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the unauthorised alterations or additions or damage, if the tenant does not do so within the time stated in the written notice.
- 9.5 To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the unauthorised alterations or additions or the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1 When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
 - (a) removed the tenant's fixtures and fittings and goods including signage and advertising;
 - (b) made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - (c) reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms;
 - (d) cleaned and tidied the premises and the landlord's fixtures and fittings; and
 - (e) repainted or refinished all painted or finished surfaces in a workmanlike manner to a condition consistent with the surfaces at the commencement date of this lease.
- 10.2 If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3 For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in **clauses 5 and 9 and 11.3.**

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.

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11.2 A sign will comply with the law and be -

- (a) displayed as required by the consent and permit(s);
- (b) securely fastened;
- (c) maintained in good condition; and
- (d) removed when the lease ends.

11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

12. Use of the premises

12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -

- (a) obtain it; and
- (b) comply with it; and
- (c) keep it current; and
- (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.

12.2 To use the premises for the permitted use specified in the Schedule and no other.

12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.

12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.

12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.

12.6 In using the premises not to do, allow, or acquiesce in anything that may -

- (a) be illegal; or
- (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
- (c) create a danger or health risk to those on the premises or to the public; or
- (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
- (e) result in structural loadings being exceeded; or
- (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.

12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.

12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.

12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.

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- 13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.
- 13.5 Without limiting clause 13.4, if the tenant fails to observe and comply with any requirements imposed on the tenant by the OHSA and regulations, the landlord may, but is not under any obligation to, remedy any failures and recover all associated costs from the tenant.

14. Assignment and sub-letting

14.1 Section 144 of the Property Law Act 1958 does not apply to this lease.

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.

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15. Reletting, sale and other rights of entry

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,

16. Security deposit

16.1 Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of overholding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.

16.2 A bank guarantee provided as the security deposit will be -

- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
- (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
- (c) handed to the landlord or the managing agent as provided in clause 16.1

16.3 The landlord or the managing agent will hold the security deposit and may use it if-

- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
- (b) a default is not made good as required by notice;
- (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.

16.4 The landlord or the managing agent is not required to advise the tenant before using the security deposit.

16.5 To maintain the security deposit at the required amount during the term and any over-holding.

16.6 If the security deposit is not sufficient to -

- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.

16.7 Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.

16.8 If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.

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16.9 To provide information, sign documents and do anything else required to allow the landlord to -

- (a) register a financing statement over the security deposit; or
- (b) either comply with obligations or enforce rights or both under the PPSA

and even though this lease has expired or come to an end.

16.10 Notice of a verification statement under section 157(1) of the PPSA is not required.

16.11 If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with all of the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 30 days after the date on which the lease ends.

17. Interest

17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.

17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.

17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

18.1 To pay, or to repay, on demand: -

- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
- (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.

18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

19.1 If the tenant -

- (a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and
- (b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

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The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

- 22.1** If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be an over-holding tenant; and
 - (ii) on the terms and conditions of this lease, so far as they are applicable to an over-holding monthly tenancy; and
 - (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
 - (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
 - (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice; and
 - (vi) this lease otherwise continues with no break in the tenant's entitlement to possession.

23. Further term

- 23.1** If the tenant may renew this lease for a further term as specified in the **Schedule**, the tenant may do so if -
- (a) rent and other payments to be made by the tenant are not in arrears; and
 - (b) there is no un-remedied default of which written notice has been given by the landlord; and
 - (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
 - (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)
- 23.2** The lease for the further term will be on the terms and conditions of this lease, except -
- (a) this clause 23 will be omitted, if there is no further term; or
 - (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
 - (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further term will be determined as set out in clause 24.2.
- 23.3**
- (a) This clause 23.3 applies where:
 - (i) before its renewal, the lease was a retail premises under the Act; and
 - (ii) the renewed lease for the further term is not a retail premises lease under the Act.
 - (b) If this clause 23.3 applies, then on and from the commencing date of the renewed lease for the further term, a provision of the lease that was:
 - (i) made void by the Act is revived in the renewed lease for the further term and can be enforced by the parties;
 - (ii) implied into the lease by the Act ceases to be implied into the renewed lease for the further term and cannot be enforced by the parties.

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24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease endsunless the landlord and the tenant agree otherwise in writing.
- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

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25. CPI adjustment of the rent

25.1 On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

R equals A multiplied by B divided by C

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

25.2 If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.

25.3 If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.

25.4 If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.

26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

27.1 If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and
- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ; and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

27.2 If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.

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- 27.3 Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Securities Act 2009 (PPSA)

- 29.1 The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.
- 29.2 The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.
- 29.3 The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.
- 29.4 The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.
- 29.5 The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275 (1) of the PPSA.
- 29.6 When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.
- 29.7 The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.
- 29.8 The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

30. Indemnity by the tenant

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, liabilities, actions, suits, demands, judgements or costs arising from or related to such damage or injury arising out of or in connection with the tenant's use of the premises.

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31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule or to the party's last known address or email address provided in writing, or to the party's registered office.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the building, including the rules of any owners corporation affecting the premises, but such rules or regulations must not be inconsistent with the rights of the tenant as set out in this lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current from time to time and the tenant will be bound by a change when it receives notice of it.

33.3 The tenant must at all times comply with the rules or regulations of the building and rules of an owners corporation (if-applicable), whether original, altered or substituted, starting on the date of being given notice of them.

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34. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- (c) being a company -
 - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
 - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
 - (iii) it is placed under official management; or
 - (iv) it goes into liquidation; or
 - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) the tenant being an individual commits an act of bankruptcy;
- (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.

34.3 If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

35. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

36. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.

36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

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37. Goods and Services Tax

- 37.1** "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).
- 37.2** Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.
- 37.3** Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
- 37.4** An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.
- 37.5** A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
- 37.6** If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Delivery of Guarantee and Indemnity

If a guarantor is named in the Schedule, the tenant must on the same date as the execution of this lease procure execution by the guarantor of a guarantee and indemnity and deliver the executed guarantee and indemnity to the landlord. If the landlord elects, this lease will not take effect until the guarantee and indemnity has been properly executed by the guarantor and delivered to the landlord.

39. Definitions and interpretation

39.1. In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in the Act.

"guarantor" means the individual or corporation or one or more of them referred to in the Schedule;

"guarantee and indemnity" means the REIV's standard guarantee and indemnity Code 142 or a guarantee and indemnity in a similar form.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

Commercial Lease[©]

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"PPSA" means the Personal Property Securities Act 2009.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

- 39.2. If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.
- 39.3. No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.
- 39.4. References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.
- 39.5. The singular includes the plural and vice versa.
- 39.6. The masculine gender includes the female and neuter genders.
- 39.7. If it is necessary to determine priority between the provisions of this lease, the priority is -
- the content, if any, of the Special Conditions Schedule; then
 - the content of the Schedule; then
 - the respective covenants of the landlord and the tenant.
- 39.8. This lease is governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- 39.9. This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Code 144

Commercial Lease Schedule[®]

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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. **Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself.** Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

The landlord advises the tenant this Schedule is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date printed/version at the foot of the first page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant is advised to check the Special Conditions Schedule, before signing this lease.

Date of this Lease: / / 20

Landlord: Carol Anne McFarlane

Contact Person:

Address:

Postcode:

ACN:

ABN:

Phone:

Mobile: 0477 866 189

Fax:

Email: onhigh4@gmail.com

Tenant: Lynn Walker

Contact Person:

Address: 3/18 Landsborough Street, Echuca Vic

Postcode: 3564

ACN:

ABN:

Phone:

Mobile: 0403994978

Fax:

Email: lynnbradleywalker@gmail.com

Managing Agent: Rich River Nominees Pty Ltd

Managing Agent: Helen Barnes

Address: T/as Century 21 Rich River Real Estate 128
Hare Street ECHUCA

Postcode: 3564

ACN:

ABN: 12 116 660 890

Phone: (03) 5482 3433

Mobile: 0409321974

Fax: (03) 5482 6155

Email: echucarentals@century21.com.au

Premises*: 499 High Street, Echuca VIC 3564

(*attach plan to each part of this lease, if applicable)

Term: Five (5) Years

Commencement date of the term: 01 / 10 / 20 21

Landlord's fixtures and fittings (Cl 5.1(a)): Split System, new Floor Coverings, existing Light Fittings, Toilet & Basin, Hot Water Service, all items on the property at the commencement of tenancy, owned by the Landlord.

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Commercial Lease Schedule[©]

(*if insufficient space, attach extra page(s))

Further term(s) (CI 23): 1 x Five Year Option

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 30 / 06 / 20 26

Commencement date of the next further term (CI 23): 01/10/2026

Commencing rent* (CI 1): \$1,792.40 ~~Per Annum**~~ / Per Calendar month**

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST inclusive

Rent commencement date (CI 1): 01 / 10 / 20 21

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): 12.0 months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$ 20,000,000.00

Outgoings excluded (CI 2.1): Nil

Outgoings, manner of apportionment (CI 2.3): 100% of Outgoings relating to the leased area. 50% of the Shire Rates Notice.

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)):

Building operating expenses, apportionment (CI 3.2(a)): 100% of Outgoings relating to the leased area.

Permitted use (CI 12.2): Pilates Studio

Security deposit(CI.16.1): of *\$2,079.00 ~~or *equivalent to~~ months rent plus GST.

(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (CI 24.1): 01/10/2026

CPI adjustment of rent dates (CI 25.1): 01/10/2023, 01/10/2024, 01/10/2025

Fixed rent increases percentage or amount (CI 26.1): Increase to \$2,079.20 per calender month inclusive of GST

Fixed rent increases dates (CI 26.1): 01/10/2022

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Commercial Lease Schedule ©

Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord **Carol Anne McFarlane**

Carol Anne McFarlane

in the presence of
Witness Name:

Helen Barnes

Helen Barnes

Signed sealed and delivered by the tenant **Lynn Walker**

Lynn Walker

in the presence of
Witness Name:

Helen Barnes

Helen Barnes

Code 135

Residential Rental Agreement®



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Residential Tenancies Act 1997 (Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed _____ day of _____, 20____

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

501c High Street, Echuca VIC 3564

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: **C McFarlane**

Address: **C/- 172 Hare Street, Echuca VIC 3564**

Phone number: _____

ACN: _____

Email address: **clkrentals@clk.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **Wood O'Brien Pty Ltd T/As Charles L King & Co**

Address: **172 Hare Street, ECHUCA VIC 3564**

Phone number: **03 5482 2111**

ACN: **163 122 343**

Email address: **clkrentals@clk.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. RENTER DETAILS

Each renter that is party to the agreement must provide their details here.

Full name of renter: **John McCracken**

Current Address: **501c High Street, Echuca VIC 3564**

Phone number: **0408482046**

Email address: **suslaq1311@hotmail.com**

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5. LENGTH OF AGREEMENT

☒ Fixed term agreement

 Start date: **13th day of July, 2021**
 (this is the date the agreement starts and you may move in)

 End date: **12th day of July, 2022**
☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20____

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. RENT

 The rent amount is (\$) **1,604.00**
 (payable in advance)

 To be paid per:
 (tick one box only)

☐ week ☐ fortnight ☒ calendar month

 Day rent is to be paid
 (e.g. each Thursday or the 11th of each month)

Prior to the 13th day of every month

 Date first rent payment due **13 / 07 / 2020**

7. BOND

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

 Bond amount (\$) **1,480.00**

 Date bond payment due **15 / 07 / 2019**

PART B – STANDARD TERMS

8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

 Payment Method : **Direct Debit**

 Payment Details : **Automatic transfer via Ezidebit or EFT**

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9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTAL PROVIDER: **C McFarlane**

☒ Yes, at this email address: **clkrentals@clk.com.au**

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER: **John McCracken**

☒ Yes, at this email address: **susieq1311@hotmail.com**

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

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10. URGENT REPAIRS

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Charles L King & Co First National Real Estate**

Emergency contact phone: **03 5482 2111**

Emergency contact email: **clkrentals@clk.com.au**

11. PROFESSIONAL CLEANING

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☐ YES

☒ NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☒ The condition report has been provided.

☐ The condition report will be provided to the renter on or before the date the agreement starts.

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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16. SMOKE ALARM SAFETY ACTIVITIES

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACTIVITIES

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. CONDITION OF THE PREMISES

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. MODIFICATIONS

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system. The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. URGENT REPAIRS

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs. Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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**27. ASSIGNMENT OR SUB-LETTING**

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase. The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure. The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises. The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS**31. ADDITIONAL TERMS (IF ANY)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms "I", "me", or "my", are used to describe the rental provider and "you" or "your", the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 *Important advice about "writing". In these additional terms the word "writing" means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

- 31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

- 31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

- 31.2.2** Use of the rental premises primarily as a home does not include:
- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
 - the service or repair of a vehicle or boat of any description except for routine minor maintenance,
 - disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

- 31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.
- 31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.
- 31.3.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

- 31.4.1** If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- 31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.
- 31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

- 31.5.1** Key of a lock means a device or information normally used to operate the lock.
- 31.5.2** Lock means a device for securing a door or window or other part of the premises.
- 31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.
- 31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use an SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
 - 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
 - 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
 - 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
 - 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
 - 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
 - 31.8.2** When you become aware to a blockage or defect in the sewerage or septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
 - 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gutters, downpipes, and stormwater drains**
 - 31.9.1** As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
 - 31.9.2** If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

- 31.10.1** If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.10.2** These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.10.3** You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- 31.10.4** You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- 31.10.5** You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

- 31.11.1** You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- 31.11.2** If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- 31.11.3** If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

- 31.12.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

- 31.13.1** You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- 31.13.2** You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

- 31.14.1** If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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- 31.14.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

\$250.00 change of renter fee (a dollar value)

- 31.14.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

Equivalent to one weeks rent plus GST and \$70 advertising fee, rent is required to be paid up until the day prior to a new renter commences (A dollar value)

- 31.14.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 Leaving the premises at the end of the fixed term (see clause 5)

- 31.15.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.
- 31.15.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.15.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.
- 31.16 Leaving the premises after the fixed term ends**
- 31.16.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.16.2** You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

- 31.17.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
 - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider's signature

- 31.18.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out

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in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"

SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

- 31.19.1** If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- 31.19.2** If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.
- 31.19.3** If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

Additional Items

[insert additional terms]

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: C McFarlane

Sign:

Dated: 1/6/2021

Signed by S. Eddy on behalf of
C McFarlane

RENTER

Name: John McCracken

Sign:

Dated: 2/6/2021

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

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Residential Tenancies Act 1997

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **09th** day of **February**, 20 **21**

at **172 Hare Street, Echuca VIC 3564**

BETWEEN **C McFarlane**
(LANDLORD) C/- **172 Hare Street, Echuca VIC 3564**

[Name, ACN (if LANDLORD is a company) and address of landlord]

(*whose agent is **Wood O'Brien Pty Ltd T/As Charles L King & Co**
163 122 343
172 Hare Street, ECHUCA VIC 3564
03 5482 2111)

[Name, ACN (if agent is a company), business address and telephone number of agent]

AND **Erik Janssen**
(TENANT) **14 Shelley Street, Echuca VIC 3564**

[Name, ACN (if TENANT is a company) and address of tenant]

1. PREMISES

The LANDLORD lets the premises known as **1/501c High Street, Echuca VIC 3564**

(*together with those items indicated in the schedule of items)

2. RENT

The rent amount is (\$)**1,647.00** The date the first rent payment is due is **11 / 02 / 2021**

The rent amount will increase to (\$) _____ The date the first rent payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: ☐ weekly ☐ fortnightly ☒ monthly **Prior to the 11th of every month** (insert the date of each month when the rent is due)

Place of payment: **172 Hare Street, Echuca VIC 3564**

3. BOND

The TENANT must pay a bond of (\$)**1,520.00** to the LANDLORD/agent on **11 / 02 / 2021**

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Erik Janssen** AMOUNT \$ _____

If the TENANT does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the TENANT should contact the Residential Tenancies Bond Authority.

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4. PERIOD

(a) The period of the agreement is **12 Months**

commencing on the **11th** day of **February**, 2021

and ending on the **10th** day of **February**, 2022

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence on _____ day of _____, 20____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Erik Janssen**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **erik@bartramlawyers.com.au**

OR

☐ Does not consent to the electronic service of notices and other documents.

The LANDLORD: **C McFarlane**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **clkrentals@clk.com.au**

OR

☐ Does not consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.



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5. **CONDITION OF THE PREMISES**

The LANDLORD must -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. **DAMAGE TO THE PREMISES**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. **CLEANLINESS OF THE PREMISES**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. **USE OF PREMISES**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. **QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. **ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. **RESIDENTIAL TENANCIES ACT 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

*Schedule of items (See Clause 1)

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1. The tenant agrees to pay rent in advance at all times, The tenant understands that if he or she is unable for whatever reason to pay the rent by the due date the tenant must contact the agent immediately to discuss the matter. The tenant also understands that a notice to vacate will be served should the rent become more than 14 days in arrears.
2. The tenant is responsible for the repair & replacement of light globes & tap washers
3. The tenant will maintain the premises in a neat and tidy condition at all times & will dispose of garbage in the proper manner as required by Shire Authorities
4. The tenant must if he or she have any locks changed during the tenancy, supply a new set of keys to the Agent immediately.
5. No animals is to be allowed inside or about the said premises at any time
6. The agreement specifically restricts the number of persons to reside in the premises without consent of the landlord
7. The tenant shall not affix any picture hooks, blu tac, nails or any similar matter to walls or ceilings without permission from the Landlord or their Agent
8. The tenant agrees to ensure that quiet enjoyment of neighbours is at no time disturbed
9. All carpeted areas of the premises, must be professionally steam cleaned and a receipt provided to the Agent upon vacating the property. Charles L King & Co to nominate carpet cleaner.
10. Cars owned by tenants or their visitors may only be parked in the designated arrears and not on lawns, nature strips, or common areas.
11. Should the tenant find it necessary to break the terms of the lease it is agreed that the tenant pay rent up until such time as a person suitable to the Landlord and or Agent occupies the premises. A reletting fee equivalent to one weeks rent plus GST will also be charged to the Tenant
12. If the Landlord lists the property for sale during the term of the tenancy the Tenant will be advised accordingly by Charles L King & Co. Should the Tenant express interest in purchasing the property it is acknowledged by the Landlord that the Tenant was introduced through the Agency of Charles L King & Co
13. Every effort should be taken to contact the Agent in regard to emergency repairs & the telephone number of 54 80 2000 is available 24 hours a day for this purpose.
14. Gardens and surrounds to be maintained by the Tenant (watered, mown & weeded regularly as necessary) and to be kept in neat and tidy condition at all times
15. Smoking is not permitted inside the premises.
16. You must have written approval from the Landlord or Landlords agent before erecting any form of pool. A Swimming pool is defined as 'anything capable of being filled with water to a depth of 30cm or used for swimming, wading or paddling'.

I/We have read and agree to abide by, all of the above clauses, during the term of my/our tenancy,

Signed by the tenant/s _____

Witness _____ Date _____

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you



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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1** Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

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- 25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
26. **Assignments, subletting or abandoning my premises**
- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
27. **If you intend to leave my premises when your tenancy ends**
- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
28. **Remaining at my premises after your tenancy ends**
- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.
29. **Changing the locks and alarm code at my premises**
- 29.1 You may change the locks at my premises.

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- 29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3 You may change the code of an alarm at my premises.
- 29.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
30. **'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
31. **Owners corporation rules and my premises**
- 32.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.
32. **You cannot use your bond to pay your rent for my premises**
- 32.1 You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2 You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
33. **Increasing the rent for my premises**
- 33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
 - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.
34. **Receipt of condition report / statement of rights and duties for my premises**
- 34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide '*Renting a home: a guide for tenants*' authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
35. **Notice**
- 35.1 Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

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delivery to:

35.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

35.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

35.2 Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

REVIEW

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SIGNATURES

LANDLORD

C McFarlane

DocuSigned by:
Hannah Simpson
84B39054840443C...
Sign here:

TENANT

Erik Janssen

DocuSigned by:
[Signature]
0594A49BC24043E...
Sign here:

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NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT Section 66, Residential Tenancies Act 1997

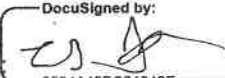
1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is **03 5482 2111**
 - (d) The agent can authorise urgent repairs
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **\$1,800.00**

NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

ACKNOWLEDGEMENT BY TENANT

I, **Erik Janssen**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: 
DocuSigned by:
0594A49BC24043E...

Date: **9/2/2021**

Residential Tenancy Agreement®



The Real Estate Institute of Victoria Ltd | www.relv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **01st** day of **December**, 20 **20**at **172 Hare Street, Echuca VIC 3564**BETWEEN **C. McFarlane**
(LANDLORD) C/- **172 Hare Street, Echuca VIC 3564**

[Name, ACN (if LANDLORD is a company) and address of landlord]

(*whose agent is **Wood O'Brien Pty Ltd T/As Charles L King & Co**
163 122 343
172 Hare Street, ECHUCA VIC 3564
03 5482 2111)

[Name, ACN (if agent is a company), business address and telephone number of agent]

AND **Allison Bourne**
(TENANT) **2/501c High Street, ECHUCA VIC 3564**

[Name, ACN (if TENANT is a company) and address of tenant]

1. PREMISESThe LANDLORD lets the premises known as **2/501c High Street, Echuca VIC 3564**

(*together with those items indicated in the schedule of items)

2. RENTThe rent amount is **(\$1,300.00)** The date the first rent payment is due is **04 / 10 / 2020**The rent amount will increase to (\$) _____ The date the first rent payment at the increased rate is due
is ____ / ____ / 20 ____Pay period: ☐ weekly ☐ fortnightly ☒ monthly **Prior to the 4th of every month** (insert the date of each month when the rent is due)Place of payment: **172 Hare Street, Echuca VIC 3564****3. BOND**The TENANT must pay a bond of **(\$1,200.00)** to the LANDLORD/agent on **04 / 10 / 2019**In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **Allison Bourne**AMOUNT **\$1,200.00**

If the TENANT does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the TENANT should contact the Residential Tenancies Bond Authority.

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4. PERIOD

(a) The period of the agreement is **12 months**

commencing on the **04th** day of **October, 2020**

and ending on the **03rd** day of **October, 2021**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence on _____ day of _____, 20 _____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Allison Bourne**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **allisonbourne@hotmail.com**

OR

☐ Does not consent to the electronic service of notices and other documents.

The LANDLORD: **C. McFarlane**

[Check one box only]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **clkrentals@clk.com.au**

OR

☐ Does not consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

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5. **CONDITION OF THE PREMISES**

The LANDLORD must -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. **DAMAGE TO THE PREMISES**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. **CLEANLINESS OF THE PREMISES**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. **USE OF PREMISES**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. **QUIET ENJOYMENT**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. **ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. **RESIDENTIAL TENANCIES ACT 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

*Schedule of items (See Clause 1)

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

- 14.5** If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.
- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1** Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

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- 25.2** If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3** If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4** If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5** If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6** Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
- 26. Assignments, subletting or abandoning my premises**
- 26.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.
- 27.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.
- 29. Changing the locks and alarm code at my premises**
- 29.1** You may change the locks at my premises.

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- 29.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3** You may change the code of an alarm at my premises.
- 29.4** If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
- 30. 'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31. Owners corporation rules and my premises**
- 31.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 32. You cannot use your bond to pay your rent for my premises**
- 32.1** You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2** You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 33. Increasing the rent for my premises**
- 33.1** If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
 - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3** If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4** I acknowledge I must not increase your rent at intervals of less than 12 months.
- 34. Receipt of condition report / statement of rights and duties for my premises**
- 34.1** You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 35. Notice**
- 35.1** Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

Code 135

Residential Tenancy Agreement®



delivery to:

35.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

35.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

35.2 Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

Non-REIV ADDITIONAL TERMS

These additional terms have been added to this Residential Tenancy Agreement by the Landlord's Agent.

The landlord agrees that if the quiet enjoyment of the unit is compromised due to the leasing of the commercial premises downstairs that the tenant may break the lease agreement at any time with no penalty. It is required that the tenant must give 28 days notice to vacate.

Code 135

Residential Tenancy Agreement®



SIGNATURES

LANDLORD

C. McFarlane

Sign here:

A handwritten signature in cursive script, appearing to read 'C. McFarlane', written over a horizontal line.

TENANT

Alison Bourne

Sign here:

A handwritten signature in cursive script, appearing to read 'Alison Bourne', written over a horizontal line.

Residential Tenancy Agreement®



NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is **03 5482 2111**
 - (d) The agent can authorise urgent repairs
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **\$1,800.00**

NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

ACKNOWLEDGEMENT BY TENANT

I, **Alison Bourne**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed:

Date:

8/02/21

CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

Nicholas W J Rolfe & Associates

CERTIFICATE NO:
49932996

PROPERTY ADDRESS:
499-501 HIGH STREET ECHUCA

PARCEL DESCRIPTION:
Lot 1 TP816984Q; Lot 2 TP816984Q

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Ainsley Thompson
Heritage Officer (Registry)

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation)

DATED: 17 June 2021

Note: This Certificate is valid at the date of issue.

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / NICHOLAS W J ROLFE & ASSOCIATES

Your Reference: 2021251

Certificate No: 47737284

Issue Date: 15 JUN 2021

Enquiries: MXH10

Land Address: UNIT ABOVE, 499 -501 HIGH STREET ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: CAROL ANNE MCFARLANE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$1,462,000

SITE VALUE: \$1,303,000

AMOUNT PAYABLE: \$1,205.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47737284

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,399.00

Taxable Value = \$1,303,000

Calculated as \$2,975 plus (\$1,303,000 - \$1,000,000)
multiplied by 0.800 cents.

Property Clearance Certificate - Payment Options

BPAY	
	Billers Code: 5249 Ref: 47737284
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD	
	Ref: 47737284
Visa or Mastercard	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 47737284

Land Address: UNIT ABOVE, 499 -501 HIGH STREET ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30427705	1	816984	9993	758	\$445.06
	2	816984			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ALLAN RUSSELL MCFARLANE	2021	\$292,000	\$712.09	\$0.00	\$445.06

Comments: Land Tax of \$712.09 has been assessed for 2021, an amount of \$267.03 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property: 30427705 \$445.06

Land Address: UNIT ABOVE, 499 -501 HIGH STREET ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30427713	1	816984	9993	758	\$266.12
	2	816984			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ALLAN RUSSELL MCFARLANE	2021	\$291,000	\$425.79	\$0.00	\$266.12

Comments: Land Tax of \$425.79 has been assessed for 2021, an amount of \$159.67 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse. Property is 40% exempt: LTX Principal Place of Residence.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property: 30427713 \$266.12

Land Address: UNIT ABOVE, 499 -501 HIGH STREET ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36233617	1	816984	9993	758	\$493.82
	2	816984			

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ALLAN RUSSELL MCFARLANE	2021	\$720,000	\$790.12	\$0.00	\$493.82

Comments: Land Tax of \$790.12 has been assessed for 2021, an amount of \$296.30 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse. Property is 55% exempt: LTX Contiguous principal place of residence.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Total Amount Payable for Property: 36233617 \$493.82

Total: \$1,205.00

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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