

TERMS & CONDITIONS

Agent's Entry

The Agent, having complied with the requirements of the Act and have sent out to the Tenant the Entry Notice, may enter the Premises to:

- (1) Carry out quarterly inspections of the Premises by a representative of the Agent
- (2) Check that any breaches of the tenancy have been rectified
- (3) Through itself or its authorised tradespeople, enter the Premises to carry out maintenance & repairs

And if the Tenant/s are not present, the Agent / Tradesperson is authorised to enter the Premises using its own keys.

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Rental Arrears

Our Office has a Zero Tolerance to Rent Arrears. We expect you to always stay current on your rent. The following actions could be taken should you fall in arrears....

- 1 day late - SMS message
- 3 days late - Phone call
- 6 days late - Email/written correspondence
- 8 days late - Notice to Remedy Breach
- 17 days late - Notice to Leave Premises

Please note that every action and notice initiated by us reflects on your rental history. This may make it difficult to acquire a lease renewal or future rental properties with other agents/landlords and could even affect your credit rating. If you find yourself in a difficult situation or foresee one coming up, please contact your Property Manager immediately to discuss a plan of action that will suit all parties.

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Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Lessor/Agent.

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Care of Premises

In accordance with Special Term Clause 2(a), BluTack and other similar products are not to be used on any interior or exterior surface of the Premises without prior written approval from the Lessor.

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Regular Carpet Cleaning

The carpets are to be cleaned every 12 months and at the end of the lease handed back in the same condition it was handed to you, fair wear & tear excepted. All marks and stains should be removed promptly.

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Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.

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Cleaning Appliances

All appliances, electrical or otherwise, must be maintained in a fit and proper condition and used only in accordance with manufacturer's instructions or specifications.

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Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Lessor.

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Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity, internet and telephone upon commencement of occupancy and termination of services when vacating the Premises.

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Window Coverings

All curtains / vertical drapes / window furnishings to be cleaned every 12 months or in accordance with the Lessor's/Agent's instruction from time to time as reasonably required and handed back in the same condition it was handed to you, fair wear & tear excepted upon vacating the Premises.

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Driveway or Car Space Areas

Where the Premises includes a car space and/or driveway for the Tenant's exclusive use, the Tenant acknowledges and confirms it is the Tenant's responsibility to keep such areas free of oil stains and otherwise keep such areas clean and tidy. No permanent, regular or prolonged parking on grassed areas is permitted. No unregistered motor vehicles are to be stored on the property or grassed areas at any time. Off-street parking is only temporary. Your cars must be in your garage, driveway or spot exclusively assigned to you.

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Grass Clippings

Special Term 2(f) is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste & grass clippings) and keeping plants free from pests and disease.

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Keys - Collection

The parties agree and the Tenants acknowledge keys can only be collected between 9:00am and 5pm on or after the tenancy commencement date and not before.

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Keys - Loss & Replacement

The Tenant will be responsible for all costs associated with the loss or replacement of keys, locks or security devices and services of a locksmith if required.

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Lease Renewal - Condition Report

Where the Lessor grants a further term of occupancy to the Tenant and such term is evidenced by a new term therein such lease, the Entry Condition Report supplied at the commencement of the original term of the tenancy is relevant and applicable to the new lease term.

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Objects Causing Damage

The Tenant will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Lessor, any shed, container, above ground pool or other object likely to cause damage to the Premises or grounds forming part of the Premises.

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Operation Manuals

All operation manuals relating to the Premises and contents are owned by the Lessor and must remain in the Premises at the end of the tenancy.

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Pay TV

1. The parties acknowledge that if there is currently no pay TV service installed or connected to the Premises, the Tenant will not, without first having obtained the Lessor's approval in writing, have installed or connected to the Premises any pay TV service. Such approval shall be solely at the discretion of the Lessor.
2. At the end of the tenancy the Tenant will not remove the connection without the Lessor's approval.

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Pest Control

1. The Tenant agrees, at the end of the Tenancy or every 12 months for longer leases, provided the Lessor has fulfilled its obligations under Standard Term Clause 25 & Special Term Clause 1 of the Agreement generally and with respect to being free from vermin, to have the Premises pest controlled to a similar standard as provided by the Lessor/ Lessor's Agent at the start of the tenancy. If there are pets on the property, then a flea treatment will also need to be conducted.
2. The Tenant agrees to provide written evidence of compliance of this requirement to the Lessor/ Lessor's Agent after every treatment during the lease or on or before vacating.

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Air Conditioning Filters & Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans & exhaust fans every 3 months and upon vacating the Premises.

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Pets - During Inspections

The Tenant agrees it will ensure during all inspections that pets permitted by the lease to be on the Premises do not create a nuisance and are either restrained or removed.

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Pets Indoors

In accordance with Clause 24 of the Standard Terms, where the Tenant is permitted in accordance with Items 17.1 & 17.2 to keep pets on the Premises, the Tenant agrees and confirms such pets will not be allowed in any of the indoor areas of the Premises unless written approval has been received from the Lessor / Lessor's Agent.

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Pets Security and Damage

Security, with respect to pets shall be the responsibility of the Tenant. Should any damage be caused to the property by pets, the tenant agrees to rectify this damage and return the property to its original condition.

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Photos - Condition Reports

Photos accompanying Condition Reports form part of the Condition Reports.

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Cleaning of Furniture

Where the Premises have furnishings that belong to the Lessor for the tenants use, the Tenant acknowledges and confirms it will leave all furniture in a clean condition on exiting the Premises. The Tenant will, during the term of the tenancy, have all marks and stains removed promptly. The Tenant acknowledges and confirms that no furniture or furnishings of the Lessor may be removed from the Premises during the tenancy without prior arrangement and written permission from the Lessor.

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Furnished Premises - Replacement of Inventory Items

Where the Premises are let fully furnished the Tenant acknowledges and confirms the Tenant agrees to replace any broken or missing inventory items that are part of a matched set with a matching set if the singular item cannot be replaced.

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Plants on Floors

Plants or their containers are not to be placed directly onto timber floors, decking, carpets or tiles.

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Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

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Plants (Removal)

The Tenant shall not cause plants to be added to or removed from the Premises grounds without first obtaining written consent from the Lessor.

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Pool Fencing

1. Where the Premises includes a pool the owner of the Premises is responsible for ensuring the pool fence is compliant with current pool fencing requirements. The Tenant however is responsible for ensuring the gate is not kept open and is properly secured at all times and that there are no objects that would allow children to access the pool.

2. Where the Premises as tenanted does not include a pool and if during the tenancy or any extension the Tenant buys or uses a pool on the Premises that requires pool fencing, the Tenant agrees and acknowledges it is the responsibility of the Owner of the pool to ensure the pool is fenced in compliance with pool fencing standards.

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Pool Maintenance (Tenant to pay costs of general maintenance) - Single Dwelling Premises Only

1. The Parties acknowledge the Lessor has, prior to commencement of the Tenancy provided:

- (1) Full details of pool maintenance requirements**
- (2) A pool condition report**
- (3) At a pool handover appointment, details of pool usage and maintenance**

2. During the term of the Tenancy, in addition to general maintenance, the Tenant is responsible for:

- (1) Regular cleaning of filter baskets**
- (2) Maintaining required water levels**
- (3) Removing vegetation and other rubbish from the pool**
- (4) Advising the Agency immediately of any problem noted**
- (5) The Tenant will be responsible for payment of all pool chemicals and will reimburse the Lessor / Lessor's Agent or the Pool Contractor immediately on invoice.**

3. Immediately prior to the end of the term of the Tenancy the Tenant will provide to the Lessor:

- (1) Opportunity to inspect the pool; and/ or**
 - (2) A pool condition report completed by a professional pool service company.**
- The Tenant is to return the pool in good order and condition as at the beginning of the**

Tenancy.

4. The Lessor is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the Tenant's control and responsibility however, the Tenant will be responsible for any damage or want of repair arising from the Tenant's failure to comply with its obligations.

5. If the Tenant does not maintain the pool and pool equipment to the satisfaction of the Lessor acting reasonably, the Tenant will be in default and the Lessor may seek to recover, in compliance with the Act, any loss or damage incurred.

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Receipt of Documents

1. The Tenant acknowledges having received a form 17a upon signing the Tenancy Agreement for the Premises.

2. The Tenant acknowledges having received a form 1a Condition Report for completion and return to the Lessor in accordance with Clause 5(3) of the Standard Terms of this Agreement.

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Repairs & Maintenance - Notify Agent of Incomplete /Unsatisfactory Works

Where required maintenance has been carried out, the Tenant will notify the Agent if in the Tenant's opinion the works are unsatisfactory or incomplete.

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Repairs & Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 32 of the Standard Terms must be in writing (except in the case of emergencies) by email to info@crasto.com.au. For general maintenance requested please provide as much information of the repairs as possible. Maintenance, unless urgent, is given to tradesmen by the end of the following business day.

If the damage is found to be caused by the tenant either accidentally or maliciously, the tenant is responsible for payment of the repair. The cost will be debited from the tenant's rental account after 30-day notice.

In the event of an urgent repair, ring our office immediately and we shall attend to your problem as quickly as possible. If it is outside business hours, then you should take whatever action is necessary to protect your goods and the property from further damage. Refer to your lease agreement and the "Emergency Tradesman" section for more information.

As per your lease agreement the method of access by a tradesman to your property is by use of management keys. They will call you're prior to attending on the number you have supplied.

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Roofing / Roof Space

The Tenant is not permitted to enter the ceiling space or walk on the roof nor attach items thereto without first having obtained the lessor's consent.

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Smoking

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

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Termite Inspection & Maintenance Access

The Tenant's property may not be stored in such a way as to prevent proper access for termite inspection or treatment to take place.

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TV Connections

The Tenant acknowledges that all TV connections and boosters will remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

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Vacating Premises (Notice)

The Tenant must give the Lessor written notice, in accordance with Chapter 5, Part 1, Division 3, Subdivision 2 of the Residential Tenancies and Rooming Accommodation Act 2008, prior to the tenancy expiry date, to the Lessor in the approved form of its intention to vacate the Premises.

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Water Filter Cartridge Replacement

Where a water filter apparatus is installed and used by the Tenant, the Tenant will maintain the supply and leave not less than one cartridge and provide the Agent with written evidence of same, upon vacating the Premises.

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Water Usage Charge - Tenant to pay only if Individually Metered and property is Water wise

1. The premises being water efficient and Item 12.2 and Clause 17(1) of the Standard Terms applying, the Tenant is required to pay the water consumption charges for the premises.
2. Water meter readings as at the date of commencement of the tenancy will be recorded on the Entry Condition Report and subsequently in the Routine Condition Reports (quarterly during the term of the tenancy) and finally on the Exit Condition Report.
3. The readings having been made by the Agent the invoice amount will be calculated at the applicable rate charged by the relevant local authority from time to time.
4. The Agent will forward to the Tenant every 6 months and at the end of the lease an invoice for payment of the water consumption charges.
5. The Tenant must make payment of the invoiced amount in accordance with Clause 17(5) of the Standard Terms.

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Water Tank

Where tank water is used, the Tenant is to ensure the tank contains a like quantity of water at the end of the tenancy as it did at the beginning.

If the tenant runs out of tank water during their tenancy, the tenant is responsible for the re-fill of the tank.

Break-Lease by Tenant

If a fixed term lease is being terminated, the following costs will apply: Advertising of the property on Real Estate.com and other sites, Signboard at property, Let Fee equivalent to 1 weeks rent plus GST. Compensation to the owner will be payable until a suitable tenant is found and keys are returned to Crasto Properties

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Routine Inspection

The routine inspection will be held every three months. Notices will be issued 7 days in advance. And if the Tenant/s are not present, the Agent is authorised to enter the Premises using its own keys. As the schedule for the routine inspections are set well in advance and the agent conducting them generally has a large number to finish on the day, we are not in a position to make specific times or change inspection dates. At the routine inspections, we expect the house to be clean and well maintained with special emphasis on carpets, ovens, dishwashers, cooktops, shower screens, tile grouting, blinds, curtains, fans, air-conditioner filters, windows, lawns, weed free gardens & swimming pools/spas.

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Handover date

Rent will be charged until every key is returned to the office. Any missing key will be re cut and charged to the tenant or a locksmith will be engaged to change the locks (At the discretion of this office). If the tenant has to return to the property to complete cleaning, then rent will be charged until the date when all cleaning has been completed and accepted by the Lessor / Lessors Agent.

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Property Keys

Should Crasto Properties be requested to take office keys to a property either during or after hours, or attend the office after hours, a fee will apply.

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Privacy

I acknowledge and permit Crasto Properties to give my details (including address and phone numbers) to contractors, property sales staff and valuers if instructed by the landlord.

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Furniture protectors

Furniture protectors must be used on floors, especially polished timber.

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Insurance

It is the tenant's responsibility to insure their own property and possessions by way of personal contents insurance.

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Occupants

The tenants acknowledge that only persons stated on this agreement are to reside at the property.

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Picture hooks in walls

No holes or picture hooks are to be inserted to any walls or ceilings of the property without prior written approval of the lessor.

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Neighbours - Noise Restrictions

This property is part of a residential development and the tenants must not cause a nuisance, or seriously affect the reasonable peace, comfort or privacy of your neighbours

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Gas Bottles

Should your property have gas at the start of your tenancy you will be provided with one full gas bottle and at the end of your lease you are required to return a full gas bottle. Receipts are needed to be provided.

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Lease Renewal

At the end of the lease, the landlord may review the rent. The agents will contact the tenants 90 days prior to the end of their lease to confirm either renewal or termination. The tenants are expected to confirm their decision no later than 75 days from the end date of their lease. If there is no decision made by this time, a Notice to leave will be issued to the tenant terminating the lease at its existing expiry date.

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Receipt of Lease

I have received and understood the terms and conditions of the Tenancy Agreement, Special Terms and the Addendum

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Tenants Signature

Tenants Signature

For Crasto Properties

Date