

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Rooming accommodation details

Item 1 1.1 Agent or manager/provider

Name/trading name XXXX SAMPLE LEASE ONLY XXXX

Address

C/O UniLodge on Margaret, 108 Margaret Street, Brisbane, Queensland

Postcode 4000

1.2 Phone Mobile Email
(07) 3295 3500 onmargaret@unilodge.com.au

Item 2 2.1 Resident/s

Resident 1 Full name/s XXXX SAMPLE LEASE ONLY XXXX

Phone Email

Resident 2 Full name/s

Phone Email

2.2 Address for service (if different from address of the premises in item 6.1). Attach a separate list

Item 3 3.1 Manager/provider's agent If applicable. See clause 28

Name/trading name BCA Management Pty Ltd T/As UniLodge on Margaret

Address

108 Margaret Street, Brisbane, Queensland

Postcode 4000

3.2 Phone Mobile Email
(07) 3295 3500 onmargaret@unilodge.com.au

Item 4 4.1 Resident's representative for notices If applicable. See clause 29

Name/trading name

Address

Postcode

4.2 Phone Mobile Email

Item 5 Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

5.1 Agent or manager/provider

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

5.2 Resident/s

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

5.3 Provider's agent

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

5.4 Resident's representative

Email Yes ☒ No ☐ Facsimile Yes ☒ No ☐

Item 6 6.1 Address of the rental premises

Room no. XXXX 108 Margaret Street

Brisbane, Queensland

Postcode 4000

6.2 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

Fully furnished - refer to Entry Condition Report



Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Item 7 7.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

7.2 Starting on

7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent per ☐ week ☐ fortnight See clause 6(1)

Item 9 Breakdown of rent

Accommodation

Food service

Personal care service

Other services
(attach a list if necessary)

Item 10 Rent must be paid on the day of each
Insert day. See clause 6(2) Insert week/fortnight

Item 11 Method of rent payment Insert the way the rent must be paid. See clause 6(3)

Details for direct credit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

Item 13 13.1 Can the rent be increased? ☐ Yes ☒ No

13.2 How will the rent increase be calculated?

13.3 When will the rent increase start?

Starting on See clause 8

Item 14 Rental bond amount See clause 11

Item 15 Services to be provided Attach list if necessary

Item 16 Utility services for which the resident must pay See clause 13

Item 17 House rules have been provided to the resident/s ☒ Yes ☐ No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises

See clause 17

Item 19 19.1 Pets approved ☐ Yes ☒ No See clause 18(1)

19.2 The types and number of pets that may be kept See clause 18(2)

Type Number Type Number

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

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

2 Terms of a rooming accommodation agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (**special terms**).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

Note –

Some breaches of this agreement may also be an offence under the Act, for example, if –

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report – s 81

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

Note –

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

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

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if –
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid – ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid –
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the provider or resident giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note –

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

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

7 Rent in advance – s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

Note –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state –
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.

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

9 Rent decreases for matters including loss of amenity or service – s 106

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

10 Rent decreases because of resident's absence – s 107

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

Division 4 Rental bond

11 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the resident signs this agreement.

Note –

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note –

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

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

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

Note –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations – ss 247 and 249

- (1) The provider has the following obligations –
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 - (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example for subclause (2) –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

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

Examples of a fire hazard –

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules – ss 266–276

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

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

19 Supply of locks and keys – s 250

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

20 Changing locks – s 251

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

21 Fixtures or structural changes – ss 254–256

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

Note –
Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

Examples of terms –

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

22 Provider's right to enter resident's room – ss 257–262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1) This agreement ends only if –
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or

- (e) the resident abandons the resident's room; or

Note –

See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.

- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

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

Examples of what may be fair wear and tear –

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

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises – ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

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

Note –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

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

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
 - (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or

- (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause –
representative means a person acting for the resident under section 525(1)(c).

Part 3 Special terms

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

the Body Corporate By-Laws, Appendix A & Resident Handbook form a part of this lease.

The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s.

Do not send to the RTA—give this form to the resident/s, keep a copy for your records.

Signature of the agent, manager/provider or provider's agent

Name/trading name

BCA Management Pty Ltd T/As UniLodge on Marga

Signature

--

Date / /

in the presence of (witness)

Print name

--

Witness signature

--

Date / /

Signature of resident 1

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

Print name

--

Signature

--

Date / /

in the presence of (witness)

Print name

--

Witness signature

--

Date / /

Signature of resident 2

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

Print name

--

Signature

--

Date / /

in the presence of (witness)

Print name

--

Witness signature

--

Date / /

Appendix "A" UniLodge on Margaret

Terms & Conditions

1. Tenant acknowledges having received the letter of offer for accommodation, resident handbook & body corporate by-laws and agrees to comply therewith.
2. Tenant agrees to pay for all inclusions of unit and carpet to be brought up to a professional cleaning and carpet cleaning standard given fair wear and tear at the end of the tenancy. This can be organised by UniLodge at MINIMUM cost of \$229.00. Additional charges will apply for units left excessively dirty. Alternatively a copy of the paid invoice should other cleaners be used must be presented to management immediately upon check out. Tenant is made aware that should they use cleaners not recommended by management and the standard is not up to the standard at the commencement of the tenancy; being cleaned to a professional standard, carpet steamed cleaned, new mattress protector and shower curtain, then the tenant will be liable for extra cost involved in management having to call in the professional cleaners to complete the job to the required standard for a new tenancy.
3. Unit – which includes bedroom, lounge (if applicable), kitchenette and bathroom must be regularly cleaned. In particular bathrooms must be well aired by opening the windows, and cleaned with the correct chemicals to prevent mould and mildew. Carpets are to be vacuumed (vacuum hire available from reception), as well as cleaning of floor tiles, and balcony (if applicable)
4. Tenant is to give management as much prior notice as possible of intention to vacate the property at the end of lease term or to renew lease so management can let other students know who are waiting to come and live at UniLodge.
5. If tenant breaks lease before end of tenancy agreement all sections of Breach of Tenancy clause will apply, plus any reasonable costs incurred to re-let the unit.
6. Tenant is to pay rent and incidentals bill in full before vacating.
7. No hooks, nails or screws to be stuck, screwed, or hammered into owner's property.
8. No sticky tape or blu-tack to be used on owner's property. Tenant is not permitted to make repairs or repaint any part of the owner's property.
9. Rent must be 1 month in advance at the time of making each rent payment. Rent is due cleared in the account on the 25th of the month prior to rent being paid.
10. UniLodge is a smoke free premises, which includes the unit, balconies (if applicable) and common areas. The repair of any damage caused through cigarette burns or build up of nicotine will be charged to the tenant.
11. Only the persons authorised by UniLodge as tenants may reside in the unit on a permanent basis. Persons staying more than 2 nights per week are classed as a guest and the cost of \$10 per night must be prepaid into the trust account should they be authorized by the Property Manager. Sub-letting is not permitted.
12. The key and swipe card issued to the tenant for their unit is part of a security keyed system. Should the tenant lock themselves out after business hours the tenant is to dial UniLodge 07 3295 3500 and follow the directions of the staff.
13. Authorised occupants are to be with guests at all times, and no guests are to be within the common areas after 11pm. It is not permitted, at any time to give a UniLodge security key or proxy to a guest as this compromises the building security.
14. The tenant agrees to take all care in moving belongings into the unit, and in the Body Corporate elevators and passageways not to damage, ding or scratch walls, doors and any part of the Body Corporate or unit owner's property. Any damage caused by the tenant and / or their helpers or visitors will be repaired and tenant will be liable for the cost of repair.
15. Under no circumstances are bicycles to be taken into the Body Corporate passageways or to be stored in the owner's units or any other place. All bicycles are to be stored in the basement where indicated and registered with UniLodge reception.

16. On vacating and on completion of cleaning the tenant will be responsible for any necessary repairs caused by negligence.
17. On final inspection of the unit management will inspect the unit to ascertain the condition of the unit and the need for any repairs.
18. Indoor furniture is not to be taken outside and used as outdoor furniture – the tenant will be liable for the replacement costs of any furniture damage by weather conditions or in any way through this breach.
19. Tenant is not permitted to keep pot plants on the carpeted areas of the unit. The tenant will be liable for the cost for any water damage to carpet.
20. Furniture and appliances are the property of the owner and belong in the unit and are for the use of authorized occupants only. Under no circumstances are any items to be lent to anyone or removed from the property.
21. Tenants are not permitted to sleep on the bare mattress. Tenants must use the mattress protector provided at the beginning of the tenancy, and also supply and use their own bed linen (sheet sets) on the mattress. The tenant will be liable for the cost of replacement or repair to any damage caused through this breach.

To Break a Lease

If one or more co-tenants is released from this agreement by the Agent / Lessor, a new Tenancy Agreement must be signed by all continuing tenants for the remaining term of the tenancy. The vacating tenant/s agree/s to comply with 2) above and also to cover the reasonable costs involved in “Breaking a Lease”. All rent is to be paid up to the date a new tenancy starts.

A lease can only be broken under the following terms and conditions:

1. The tenant acknowledges that UniLodge as the agent of the Landlord seek to secure a new tenant.
2. The tenant agrees to reimburse the landlord the landlord’s reasonable costs in reletting the premises (usually a letting fee is equal to two weeks rent plus GST)
3. The tenant is not permitted to act as a “Letting Agent” in the building by erecting signage or any other notices to that effect in the building.
4. The tenant agrees to pay rent up to the day of change over so the owner or co-tenants are not disadvantaged in any way. Rent and incidentals are not deductible from the bond.
5. It is in the tenant’s best interest to find someone to rent their unit and bring them to the UniLodge office.
6. All prospective tenants must be students and are to be vetted and approved by management prior to a new lease being organised.
7. The owner has the final say in the breaking of the lease agreement.
8. A full bond refund is dependent upon the following items being completed prior to departure.
9. **CONDITION REPORT:** The unit is to be returned to management at the same standard and at condition (wear & tear excepted) as it was at the start of the tenancy. The tenant will be responsible for the costs of any repairs for damage as outlined above.

Locked Out?

Please call UniLodge on 3295 3500 (after hours) or visit reception within business hours.
Please note immediate entry is not guaranteed. Suitable identification upon entry is required.

Office hours are:

Monday – Friday 9am-4pm

Saturday – Sunday 10am – 3pm

All Public Holidays – CLOSED

Housekeeping Tips

1. The cook top and surrounding areas must be cleaned on a regular basis after you have completed your cooking each day/evening to prevent the oil from hardening and going sticky and dusty and the cook top from having baked on food stains.
2. Showers and tiles need to be cleaned on a regular basis to prevent build up of soap scum, body fat and mould which penetrates the grouting and discolours and causes damage through bad staining and recurring mould growth. By spraying bleach on a regular basis this helps prevent the mould from growing.
3. Hot plates (if applicable) are iron so will rust if water is left on them or they are wiped over with a wet cloth and not dried. A tube of "Hillmark Shine On – solid hot plate protector" can be purchased at Coles or Woolworths in the cleaning section. It is inexpensive and helps protect the hot plates against rusting.
4. The filter in the extract unit above the cook top needs to be taken out and cleaned on a regular basis to prevent it from becoming clogged with old oil splatter and to enable it to function effectively.

Bank Details

Please find the below details for the trust bank account to pay your rent.

Account name: BCA Management PTY LTD

Bank: St George Bank

BSB: 114-879

Account: 419 859 703

Swift Code: SGBL AU 2S

Reference: Your surname and unit number eg. "SMITH 2615"

UniLodge on Margaret offers "Furnished" Accommodation. Linen and kitchenware are not included and must be provided by the tenant. TENANTS ARE NOT PERMITTED TO SLEEP ON THE BARE MATTRESSES.

Furniture

All care must be taken to treat the furniture with respect and care. Failure to do so will result in damage to the furniture which the cost of the replacement or repair will be charged to the tenant. Tenants MUST notify the office immediately of any damage caused to the unit or the furniture.

Bond Refunds

All Queensland bonds are held by the Residential Tenancies Authority. Bonds will be released at the end of the tenancy, once UniLodge is satisfied that all rent and sundry is paid up to date, the unit has had an exit report, cleaned to the entrance standard (including carpets steamed cleaned, professional clean, replacement of mattress protector and shower curtain) and the unit is left undamaged at the same standard of condition as at the beginning of your tenancy (as per the entry condition report) wear and tear exempt. As the regulations allow 3 working days within which to complete the bond refund form, you will need to ensure you have completed all bank and contact details to have your bond finalised. Processing generally takes 2-4 weeks.

Title Reference 50225270

SCHEDULE C BY-LAWS

1. Noise. A proprietor or occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property. In the event of any unavoidable noise in a lot at any time the proprietor or occupier thereof shall take all practical means to minimize the annoyance to other proprietors or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
2. Vehicles. Save where a by-law made pursuant to the Act authorizes him to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the Body Corporate.
3. Obstruction. A proprietor or occupier of a lot shall not obstruct lawful use of common property by any person.
4. Damage to Lawns, etc. on Common Property. A proprietor or occupier of a lot shall not:-
 - a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - b) Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the common property.
5. Damage to Common Property. A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this By-Law does not prevent a proprietor or person authorized by him from installing:-
 - a) Any locking or other safety device for the protection of his lot against intruders; or
 - b) Any screen or other device to prevent entry of animals or insects upon his lot,Provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.
6. Behaviour of Invitees.
 - a) A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property.
 - b) All owners and residents, as well as their guests, must at all times behave in a civil and courteous manner to anyone else within the Scheme, and must not act in a manner, or use language, that could cause offence to others. This includes, but is not limited to, use of racial or other slurs, physical or mental intimidation, yelling or screaming, as well as distribution or display of offensive material.
7. Depositing Rubbish etc. on Common Property. A proprietor or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.
8. Appearance of Building. A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like manner on any part of his lot in such a way as to be visible from outside the lot. No proprietor may in any way alter or vary the external appearance, structure, layout, wall, form or texture or colour of any lot or any building on any lot without the prior written consent of the Committee of the Body Corporate.

9. Storage of Flammable Liquids, etc. A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate, use or store upon his lot or upon the common property any flammable chemical, liquid or gas or other flammable material other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
10. Garbage. A proprietor or occupier of a lot shall:-
- a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his lot, or on such part of the common property as may be authorised by the Body Corporate in clean and dry condition and adequately covered, a receptacle for garbage;
 - b) Comply with all local authority By-laws and ordinances relating to the disposal of garbage;
 - c) Ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his disposal of garbage;
 - d) Place incinerations and garbage cans only where approved by the Committee and use the same only for the purpose for which they were provided;
 - e) Store empty bottles, boxes, used containers and similar items tidily and, so far as possible keep out of sight;
 - f) Keep the lot and any area of which the proprietor has exclusive use tidy and free of all litter.
11. Keeping of Animals. A proprietor or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal or bird upon his lot or the common property.
12. Wireless and Television Aerials. Outside wireless and television aerials may not be erected without written permission of the Committee.
13. Structural Alterations and Additions. No structural alteration or external addition shall be made to any lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the balcony or other external area of a lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld.
14. Blinds. No external blinds shall be erected without the previous consent in writing of the Committee.
15. Windows. Windows shall be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
16. Taps. A proprietor shall see that all water taps in his lot are promptly turned off after use.
17. Water Apparatus. The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the proprietor whether the same is caused by his own actions or those of members of his household or his servants or agents or tenants or guests.
18. Notice of Defects. A proprietor shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any building as often as may be necessary.
19. Keeping Lots Clean. All lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

20. Not to Litter. A proprietor shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever upon common property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the proprietor concerned.
21. Not to use Chemicals. A proprietor or occupier of a lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase a risk of fire or explosion in his lot. Nothing herein shall prevent a proprietor from maintaining an electric or gas barbecue on the balcony of a lot provided that the same is not used or operated in such a manner as to be a nuisance to other occupiers of the building or to be a fire risk or hazard.
22. No Additions Car-parking Area. No proprietor shall erect or cause or allow to be erected on any car parking area or on the common property any fence, wall, barrier, or impediment without the written consent of the Body Corporate.
23. Observation of Duty. The duties and obligations imposed by these By-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.
24. Notification of Infectious Disease. In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot any proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
25. Committee may Recover Moneys Expended. Where the Body Corporate expends money to make good damage caused by a breach of this Act or of these By-Laws by any proprietor or other tenants, guests, servants, employees, agents, children, invitees and licensees of the proprietor or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.
26. Signs. The Committee may make and maintain rules to control the number, size, colour, design and uniformity of signs which may be displayed, put up or affixed by each proprietor and by the Body Corporate.
27. Doors and Windows to be Fastened. All doors and windows to any building on lots shall be securely fastened on all occasions when the building is left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
28. Rights of Committee to Inspect Lots. Upon one (1) days' notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect any lot both internally and externally and to test any electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the proprietor in cases where such leakage or defect is due to any act or default of the said proprietor or his tenants, guests, servants or agents). If not so permitted they may affect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.
29. Guests. Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when a proprietor or occupier of a lot returns to the building late at night or during early morning hours.
30. Children. No child shall be allowed to cry unattended. No child, servant or guest of a proprietor or occupier of a lot shall be permitted to cause any annoyance to any other proprietor or occupier of a lot.
31. Washing Motor Vehicles. Motor vehicles are to be washed in such area or areas as the Committee may from time to time nominate.

32. Curtains. A proprietor or occupier of a lot shall not hang curtains, blinds or louvers visible from outside the lot unless those curtains, blinds or louvers have a backing of such colour and design as shall be approved by the Committee. A proprietor or occupier of a lot shall not install, renovate and/or replace a curtain, blind or louver without having the colour and design of the backing of same approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that backings used in all lots presents a uniform appearance when viewed from outside the building.
33. Use of Lots.
- 33.1 Lots 7 to 323, and Lots 326 to 331 (inclusive) will be used for residential purposes only.
- 33.2 Lots 1, 3, 4, 5, 6 and 331 will be used for commercial purposes only.
- 33.3 Lot 2 will be used for residential purposes and as provided for in By-Law 34.1(b)
- 33.4 Lots 324 and 325 may be used for commercial purposes ancillary to the commercial activities conducted on Lots 3, 4, 5 and 6 or for residential purposes.
34. Power of Body Corporate to Enter into Agreements.
- 34.1 The Body Corporate shall have power to enter into agreements with the proprietor from time to time of the Manager's Unit granting such proprietor the right to: -
- a) Maintain, administer and keep in good repair the common property and fixtures and fittings comprised on the common property; and
- b) Conduct from the Manager's Unit the business of letting Lots in the Building Units Plan and providing services to occupants of Lots in such plan. Such agreements shall be on such terms as the Body Corporate may determine in its absolute discretion.
35. Maintenance of Swimming Pool.
- 35.1 A proprietor or occupier shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or recreation areas or add any chemical or other substances to the swimming pool.
36. Pay Television.
- 36.1 The Body Corporate has the power to allow a person to install cabling, wiring, ducting, conduits, amplifier, satellite dish or any other equipment necessary to allow the provision of cable television services, satellite services and similar services to the common property and to enter into agreements with the providers of cable television services and similar services. The Body Corporate may enter into agreements for the provision of television services to the building comprising the lots and common property with such persons and on such conditions as are approved by the Committee of the Body Corporate from time to time.
37. Commercial Lots – Cleaning.
- 37.1 It shall be the responsibility of the proprietor of a commercial lot to keep clean those parts of the common property adjoining or used by the occupiers, tenants, patrons, customers and clients of the proprietor of the commercial lot.
38. Workplace Health and Safety Regulations.
- 38.1 The proprietors of the commercial lots shall ensure that they and their tenants and occupiers abide by the provisions and requirements of the Workplace health and Safety Act, its regulations and any replacement or substituted legislation and shall indemnify and keep indemnified the Body Corporate for any liability costs and expenses incurred by the Body Corporate or proceedings brought against the Body Corporate pursuant to such Act or other replacement or substituted act.
39. Laundry Area – Exclusive Use.

39.1 Notwithstanding any other by-law the registered proprietor for the time being of Lot 2 being the Manager's Unit is entitled for himself and his licensees to the exclusive use and enjoyment of the Laundry Area depicted in the sheet marked "X" within the plans in Schedule E of the Community Management Statement for the purpose of provision of laundry services to proprietors and occupiers of lots on the following conditions: -

- a) The registered proprietor of the Manager's Unit must contribute to the costs in relation to the maintenance and repair of the Laundry Area excluding any maintenance or repair of a structural nature;
- b) The registered proprietor of the Manager's Unit must indemnify the Body Corporate from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by-law; and
- c) This by-law may not be amended or added to without the written consent of the registered proprietor of the Manager's Unit.

40. Common Property and Recreation Areas.

40.1 The Committee of the Body Corporate may make rules from time to time with respect to the use of the common property and recreation areas including the reservation of use of any such areas or part thereof for particular proprietors and their guests. Recreational areas shall include (without limitations) the main foyer areas as well as the swimming pool, spa, gymnasium, sauna, lounge, kitchen, barbecue and garden areas.

41. Roof Recreation Area – Exclusive Use.

41.1 Notwithstanding any other by-law the registered proprietors for the time being of lots 277 to 331 (inclusive) are entitled for themselves and their licensees to the exclusive use and enjoyment of the Roof Recreation Area depicted in the sheet marked "Y" within the plans in Schedule B of the Community Management Statement. The proprietor for the time being of each such lot shall use such exclusive use area for the purposes of recreation only and shall not litter the same or use the same so as to cause a nuisance. The proprietor for the time being of such lots shall be jointly responsible for the performance of the duties of the body corporate pursuant to section 114(l) of the Act in respect of such exclusive use area.

42. Outdoor Dining – Exclusive Use.

42.1 Notwithstanding any other by-law the registered proprietor for the time being of lot 1 is entitled for himself and his licensees to the exclusive use and enjoyment of the Dining Area depicted in the sheet marked "Z" within the plans in Schedule E of the Community Management Statement on the following conditions: -

- a) The proprietor is responsible for the expense of keeping the Dining Area in a clean and tidy condition and, failing that, the body corporate may do so at the proprietor's expense;
- b) The proprietor must allow the body corporate access to the Dining Area to enable inspection and maintenance if necessary;
- c) The proprietor must comply with any laws and pay any costs that relate to the use of the Dining Area;
- d) The proprietor must obtain an adequate public risk insurance policy in the joint names of the body corporate and the proprietor for a minimum of \$10 million in respect of the proprietor's use of the Dining Area. The proprietor must pay the premiums and must provide to the body corporate upon request a copy of the relevant policy;
- e) The proprietor must not erect, paint or attach any sign within the Dining Area without first obtaining the body corporate's written consent. The body corporate may grant its consent on such conditions as it considers appropriate;
- f) Any furnishings or other property shall be placed in the Dining Area at the risk of the proprietor;

- g) The proprietor indemnifies the body corporate from any claims arising from the proprietor's use of the Dining Area.

43. Security.

- 43.1 The Committee of the Body Corporate may take all reasonable steps to ensure the security of the lots and common property and body corporate personal property and the observance of these by-laws, and without limiting the generality of this by-law, may: -
- a) Close any part of the common property not required for access to a lot or carparking space on either a temporary basis, or otherwise restrict access to a use by proprietors or occupiers of any such part of the common property;
 - b) Permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of proprietors and occupiers generally) as a means of monitoring the security and general safety of the lots and common property;
 - c) Obtain, install and maintain lots, alarms, communication systems and any other security devices.

44. Security Keys.

- 44.1 If the Committee of the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of proprietors or occupiers to any part of the common property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines available to proprietors free of charge and after that may, at its discretion, make additional numbers of keys or operating systems available to proprietors upon payment of such reasonable charge as may be determined from time to time by the committee of the body corporate.
- 44.2 A proprietor or occupier of a lot to whom any key or operating system is given pursuant to these by-laws must exercise a high degree of caution and responsibility in making the key or operating system available for use and must take reasonable precautions to ensure return of the key or operating system to the proprietor or the body corporate upon the occupier ceasing to be an occupier.
- 44.3 A proprietor or occupier of a lot into whose possession any key or operating system referred to in those by-laws has come, must not, without the prior approval in writing of the committee of the Body Corporate duplicate a key or operating system or permit the key or operating system to be duplicated. Further, the proprietor or occupier of a lot must take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another proprietor or occupier, and is not disposed of otherwise than by returning it to the Body Corporate.
- 44.4 A proprietor or occupier of a lot who issued a key or operating system referred to in these by-laws must immediately notify the body corporate if the key or operating system is lost or misplaced.

45. Bulk Supply of Electricity.

- 45.1 The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy management system (hereinafter called "EMS") in the building and in such case the following shall apply: -
- a) The Body Corporate shall have the power to enter into a contract for the purpose of reticulated electricity, on the most economical basis, for the whole of the building from the relevant authority;
 - b) The Body Corporate shall have the power to sell reticulated electricity to each proprietor or occupant of a lot in the building;
 - c) Each proprietor or occupant of the lot shall purchase and use all electricity consumed in his or her lot direct from the Body Corporate and shall not purchase electricity from any other source;
 - d) The Body Corporate shall arrange for the installation of a separate electricity meter for each lot;

- e) The Body Corporate shall not be required to supply to any proprietor or occupant of a lot electricity requirements beyond those requirements which the relevant authority could supply at any particular time;
- f) The price to be charged by the Body Corporate to each proprietor or occupant of a lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each proprietor or occupant of a lot;
- g) The Body Corporate shall render accounts to each proprietor or occupant of a lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- h) In respect of an account which has been rendered pursuant to these By-Laws, then a proprietor of a lot is liable, jointly and severally with any person who was liable to pay that electricity account when that proprietor became the proprietor of that lot;
- i) In the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment, then the Body Corporate shall be entitled to: -
 - i. Recover the amount of the unpaid account or accounts (whether or not financial demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and/or
 - ii. Disconnect the supply of reticulated electricity to the relevant lot;
- j) The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- k) The Body Corporate shall, from time to time, determine a security deposit to be paid by each proprietor or occupant of lots connected for the supply of the reticulated electricity as a guarantee against non-payment of accounts for the supply of reticulated electricity or monies pursuant to (i) above.

46. Bulk Supply of Gas.

- 46.1 The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy management system (hereinafter called "GAS") in the building and in such case the following will apply: -
- a) The Body Corporate shall have the power to enter into a contract for the purpose of reticulated gas, on the most economical basis, for the whole of the building from the relevant authority;
 - b) The Body Corporate shall have the power to sell reticulated gas to each proprietor or occupant of a lot in the building;
 - c) Each proprietor or occupant of a lot shall purchase and use all gas consumed in his or her lot direct from the Body Corporate and shall not purchase gas from any other source;
 - d) The Body Corporate shall arrange for the installation of a separate gas meter for each lot;
 - e) The Body Corporate shall not be required to supply to any proprietor or occupant of a lot gas requirements beyond those requirements which the relevant authority could supply at any particular time;
 - f) The price to be charged by the Body Corporate to each proprietor or occupant of a lot for the supply of reticulated gas shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying gas direct to each proprietor or occupant of a lot;

- g) The Body Corporate shall render accounts to each proprietor or occupant of a lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- h) In respect of an account which has been rendered pursuant to these By-Laws, then a proprietor of a lot is liable, jointly and severally with any person who was liable to pay that gas account when that proprietor became the proprietor of that lot;
- i) In the event that a proper account for the supply of reticulated gas is not paid by its due date for payment, then the Body Corporate shall be entitled to: -
 - i. Recover the amount of the unpaid account or accounts (whether or not formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and/or
 - ii. Disconnect the supply of reticulated gas to the relevant lot;
- j) The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of gas due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- k) The Body Corporate shall, from time to time, determine a security deposit to be paid by each proprietor or occupant of lots connected for the supply of the reticulated gas as a guarantee against non-payment of accounts for the supply of reticulated gas or monies pursuant to (i) above.

47. Interpretation.

47.1 In these by-laws, unless a contrary intention appears: -

“Act” means the Body Corporate and Community Management Act 1997 as amended

“Dining Area” means that part of the common property located on the ground level to be used for dining purposes as shown on the Plans.

“Laundry Area” means that part of the common property located on the fourth level of the building to be used for the provision of laundry services as shown on the Plans.

“Manager’s Unit” means Lot 2.

“Plans” means the Plans attached to these by-laws.

“Roof Recreation Area” means that part of the common property located on the roof level of the building to be used for recreation purposes as shown on the Plans.