

Annexure C : Silverlink tenant investor case study

Another type of Sterling New Life Lease was the "Silverlink type", in which the landlord entered into a head lease to lease a property to Sterling Corporate Services Pty Ltd, under which market rent was payable. Sterling Corporate Services Pty Ltd then entered into a sublease to lease that property to the Sterling New Life Lease tenant. Their initial lump sum payment was invested in Silverlink preference shares.

To assist the Senate, an example of the "Silverlink type" of Sterling New Life Lease documents are provided. Personal details, including names, have been redacted for confidentiality.

	Document	Page numbers
1.	Headlease between a landlord and Sterling Corporate Services Pty Ltd	1 – 22
2.	Sublease between Sterling Corporate Services Pty Ltd and Sterling New Life Lease tenants	23 – 44
3.	Silverlink Information Memorandum – Silverlink Investment Company Limited signed by the Sterling New Life Lease tenants	45 – 60
4.	Sterling New Life – Silver Link Settlement Summary signed by the Sterling New Life Lease tenants	61



Government of Western Australia
Department of Commerce
Consumer Protection

FORM 1AC
Information for Tenant
RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27B

WHAT YOU MUST KNOW ABOUT YOUR TENANCY

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- two copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgement form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

UPFRONT COSTS

You are not required to pay:

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS

Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (*record of payment*) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) — you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa pool is not in working order or does not comply with the *Building Regulations 2012*, contact your lessor or property manager immediately to arrange repairs. If delays occur, or you need more information, contact your local council.

- Loose cords or chains, on blinds or curtains, which are not fixed out of reach, pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION

CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE

Perth office: 140 William Street, Perth, Western Australia 6000

Hours 8:30 a.m. — 5:00 p.m.

General Advice Line: **1300 30 40 54** Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

Regional offices:

Goldfields/Esperance: (08) 9026 3250

Great Southern: (08) 9842 8366

Kimberley: (08) 9191 8400

South-West: (08) 9722 2888

North-West: (08) 9185 0900

Mid-West: (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia. Contact the Consumer Protection Advice Line on 1300 30 40 54 for referral to a centre near you.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/ConsumerProtection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

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FORM 1AA - Residential Tenancies Act 1987 - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between	
Lessor 1 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	Redacted for confidentiality
Family name	
Lessor 2 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Lessor 3 [Insert name of lessor(s) and contact details]	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	

and

Tenant 1 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input checked="" type="checkbox"/> Yes
Given name(s) or Organisation Name	Sterling Corporate Services Pty Ltd A.C.N.: 158 361 507
Family name	19 Lyall Street, SOUTH PERTH WA 6151
Mobile	Redacted for confidentiality
Email	Redacted for confidentiality
Tenant 2 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 3 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 4 [Insert name of tenant(s) and contact details]	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	

Lessor's property manager [Insert name of lessor's property manager (if any) and contact details]	
Trading Name	Rental Management Australia
Address	23-24/397 Warnbro Sound Avenue, PORT KENNEDY, WA, 6172
Telephone	Redacted for confidentiality
Facsimile	Redacted for confidentiality
Email	Redacted for confidentiality

TERM OF AGREEMENT [*delete as appropriate]	
* [Redacted]	insert date
*This residential tenancy agreement is fixed starting on	insert date Date: 12 / 01 / 2018
and ending on	insert date Date: 11 / 01 / 2023
Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.	

Redacted for confidentiality

GIVING OF NOTICES AND INFORMATION BY ELECTRONIC MEANS

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the Electronic Transactions Act 2011

Lessor 1	Redacted for confidentiality		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 2			Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
[insert email or facsimile if different from contact details above]				
Tenant 1	Sterling Corporate Services Pty Ltd A.C	19 Lyall Street, SOUTH PERTH WA 614	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 2			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 4			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
[insert email or facsimile if different from contact details above]				
Lessor's property manager		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	
[insert email or facsimile if different from contact details above]				

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 1	Redacted for confidentiality				
Address 2					
Suburb	Redacted for confidentiality	State	WA	Postcode	Redacted
Postal Address [If different from above]					
PO Box		Town/City		Postcode	
Address 1					
Address 2					

and

The residential premises ~~include~~ / ~~exclude~~ * [*delete as appropriate] Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds]

NOT APPLICABLE

MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number TWO	persons may ordinarily live at the premises at any one time.
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RENT

The rent is	insert amount \$ 481.25	per week / calculated by reference to tenants income [insert calculation] payable weekly* / fortnightly * in advance [*delete as appropriate]
starting on	insert date Date: 12 / 01 / 2018	

The method by which the rent must be paid: [strikeout where applicable]

~~(a) by cash or cheque, or~~
~~(b) into the following account, or any other account nominated by the lessor:~~

BSB number:	account number:
account name:	payment reference:

or

(c) as follows:

BPay
Billercode: Redacted
Reference:

SECURITY BOND

A security bond of

insert amount

\$ 0.00

and a pet bond of

insert amount

\$ 0.00

must be paid by the tenant on signing this agreement.

Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.

RENT INCREASE

In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.

Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.

In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be

See Part C - 2.4

[insert maximum increase or method of calculating increase, e.g. CPI or percentage]

and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days' notice of the increase.

Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.

WATER SERVICES

Is scheme water connected to the premises?

☒ Yes

☐ No

Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.

WATER USAGE COSTS (SCHEME WATER)

The tenant is required to pay

[insert number]

100

%

of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER

Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?

☐ Yes

☒ No

ELECTRICITY, GAS AND OTHER UTILITIES

Indicate for the utilities below whether or not the premises are separately metered:

Electricity:

☒ Yes

☐ No

Gas:

☒ Yes

☐ No

Water:

☒ Yes

☐ No

Other:

☐ Yes

☒ No

N/A

(please specify):

☐ Yes

☒ No

N/A

☐ Yes

☒ No

N/A

☐ Yes

☒ No

N/A

Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.

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FORM 303A RESIDENTIAL TENANCY AGREEMENT - 07/17 | Page 3 of 16

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Where the premises are not separately metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:	
Electricity:	N/A [insert method of calculation]
Gas:	N/A [insert method of calculation]
Water:	N/A [insert method of calculation]
Other:	(please specify) N/A [insert method of calculation]

STRATA BY-LAWS	
Strata by-laws ARE ARE NOT* [*delete as appropriate] applicable to the residential premises	
A copy of the by-laws are attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

PETS	
The pets listed below can be kept at the premises:	
*** See Part C - Page 14 - ANIMALS AND PETS	

RIGHT OF TENANT TO ASSIGN OR SUB-LET [*delete as appropriate]	
*The tenant may assign the tenant's interest under this agreement or sub-let the premises.	
*The tenant may not assign the tenant's interest under this agreement or sub-let the premises.	
*The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.	

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES [*delete as appropriate]	
*The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.	
*The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.	

PROPERTY CONDITION REPORTS	
A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.	
If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is to be taken to accept the property condition report as a true and accurate description of the condition of the premises.	
A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.	

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A**RESIDENTIAL TENANCY AGREEMENT PART B**
**STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL
TENANCY AGREEMENTS**

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement.

Both the lessor and the tenant must comply with these laws.

Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
 - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 5.2 require the tenant to pay rent by post-dated cheque; or
 - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify –
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

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TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
 - 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, **premises** includes fixtures and chattels provided with the premises but does not include:
 - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:
 - 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
 - 23.3 if, within 24 hours (in the case of repairs to essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
 - 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 24.1 in any case of emergency;
 - 24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
 - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
 - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing; or
 - 24.8 if the tenant agrees at, or immediately before, the time of entry.
25. There are directions within the Residential Tenancies Act 1987 which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

26. **Reasonable time** means –
 - 26.1 between 8.00am and 6.00pm on a weekday; or
 - 26.2 between 9.00am and 5.00pm on a Saturday; or
 - 26.3 at any other time agreed between the lessor and each tenant.

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REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

27. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

28. Where a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
 - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
 - 32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
 - 32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are defined in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and
 - 34.3 the lessor or the tenant must not unreasonably withhold that consent.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
 - 35.2 the lessor must not unreasonably withhold such consent; and
 - 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

CONTRACTING OUT

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
 - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED TERM AGREEMENT

40. If this agreement is a fixed term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
 - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

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ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
 - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.

44. Warning:

- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
- 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:
- 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
- 50.1 the person is a named tenant on the residential tenancy agreement; and
 - 50.2 the residential tenancy agreement has been terminated; and
 - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

- 51A. A notice under this agreement must be given:
- 51A.1 in the prescribed form; or
 - 51A.2 if there is no prescribed form but there is an approved form - in the approved form; or
 - 51A.3 if there is no prescribed form or approved form - in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
- 51C.1 by giving it to the person directly; or
 - 51C.2 if an address for service for the person is given in the agreement - by posting it to, or leaving it at, the address for service; or
 - 51C.3 if the person has agreed under Part A to the electronic service of notices - by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

ADVICE, COMPLAINTS AND DISPUTES

DEPARTMENT OF COMMERCE

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
- 53.1 restraining any action in breach of the agreement; and
 - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and
 - 53.3 order the payment of any amount owing under the agreement; and
 - 53.4 order the payment of compensation for loss or injury.

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FORM 1AA - Residential Tenancies Act 1987 - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
(b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
(c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
(d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*.

HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

additional terms:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

- 1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:
- (a) By no later than 4.00 pm on 12/01/2018, or such later time as agreed to by the lessor's property manager:
[~~*strike out whatever subparagraphs do not apply~~]
- (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;
- (ii)* ~~any security bond and any pet bond required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and~~
- (iii)* ~~any first payment of rent required to be paid by the tenant pursuant to Part A of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part A;~~
- and
- (b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent

- 2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.
- 2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

**Renegotiated Fixed
Term Lease (section
31B of the Act)**

[Delete if inapplicable - to be used when a new lease is entered into (the **new agreement**) that has been the subject of a previous fixed term lease between the same parties in relation to the same premises (the **former agreement**)].

~~2.5. Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until [redacted] (insert date) (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of \$ [redacted] per week (insert the amount that is the equivalent of the rental paid under the former agreement).~~

Rent Reviews

- 2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review]
 months using the following Method of Rent Review [insert method A, B, C, or D as defined below]
 If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:
 The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

Reprinted for review

The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	C & D	Review Date	Annually - 1st Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 2nd Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 3rd Year after lease start date
Method of Rent Review	C & D	Review Date	Annually - 4th Year after lease start date

Insert **A, B, C** or **D** for the Method of Rent Review.

A. fixed increase of \$ N/A per week

B. Consumer Price Index (Perth All Groups) ("CPI")

C. 2.0 % increase of the rent payable on the day immediately prior to the Review Date

D. Other Method: See Part C - Page 14 - Market Rent Review

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:
CPI Rent = R x (C/P)
Where R = the Rent payable immediately prior to the relevant Rent Review Date
C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)
P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being \$ N/A [or insert a method of calculating the rent] (**Increased Rent**).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

Pets 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.

2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

Pet Security Bond 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1) of the *Dog Act, 1976*.

Smoking 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

Services 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

Telephone 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

- Strata Company** 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.
- Tenant to Keep Premises Clean** 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.
- 2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.
- Chattels** 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).
- Smoke Alarms and RCDs** 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.
- Light Globes** 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.
- Gardens** 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.
- Swimming Pool Spa** 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.
- If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.**
- Damage and Disrepair** 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.
- 2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 of Part B.
- Excess on Insurance** 2.22.
- 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.
- 2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.
- 2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.
- Alterations to the Premises** 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

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Objectionable Behaviour	2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
Water beds, Aquarium, Swimming Pool, Spa	2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
Laundry	2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
Indemnify the Lessor	2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of: 2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor; 2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or 2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement. arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.
Inspections	2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
Keys and Electronic Keys	2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises. 2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys. 2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises. 2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
Granting of a Licence (Airbnb)	2.33. The tenant must not: (a) grant any licence or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or (b) advertise or list the premises on any internet or other site for a licence or right to reside or stay at the premises

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

3.1	If the tenant: (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or (b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease, then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach! The lessor must endeavour to reasonably mitigate the lessor's damages and losses.
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4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy	4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease. 4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Movement of Chattels	4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
Cleaning of Carpets	4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

1 Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires. The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
"Keys" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
"Inventory" means a list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the "lessor" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988
AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

- Part D - Special Conditions

Annexure 1 - Lot Layout & Floor Plans (where applicable)

Annexure 2 - Building Specifications (where applicable)

Annexure 3 - Lease Renewal - Options & Notice to Exercise Options

Form 1 - Privacy Statement

form part of this Lease.

Initials

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INITIAL

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

1. ANIMALS AND PETS - with reference to Form 1AA, Part A, Page 4 "PETS" - the following applies to this lease agreement:

- a) All Tenant's must ensure that;
- (i) all pets kept on the Residential Premises do not make unreasonable amounts of noise; and
 - (ii) no more than two pets per Tenancy are kept on the Residential Premises, unless specifically approved otherwise in writing by the Lessor and or subject to the Strata By-Laws & or Management Statement where the premises form part of the Strata Scheme;
 - (iii) they comply with all State and Local Government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.

(Redacted) Initial/s

2. RENT REVIEWS - with reference to Form 1AA, Part C Pages 9 & 10 - Method of Rent Review;

Both Method of Rent Review C & D apply with this lease where Method C applies with the rent payable to increase by a set 2% annually and to apply from the start date of the lease period.

Method D also applies to this lease where a Market Review of the rent payable under the lease is to be conducted no more than six (6) months and no less than three (3) months of the expiry date of the eighth (8th), sixteenth (16th), twenty fourth (24th), thirty second (32nd) & fortieth (40th) year of this lease. Where the Rent Review results in the rent increasing above that immediately prior to the Rent Review and also above that which would apply subject to Method C applicable to this lease, that weekly rent sum will apply as of the commencement date of the ninth (9th), seventeenth (17th), twenty fifth (25th), thirty third (33rd) & forty first (41st) year lease period.

(Redacted for) Initial/s

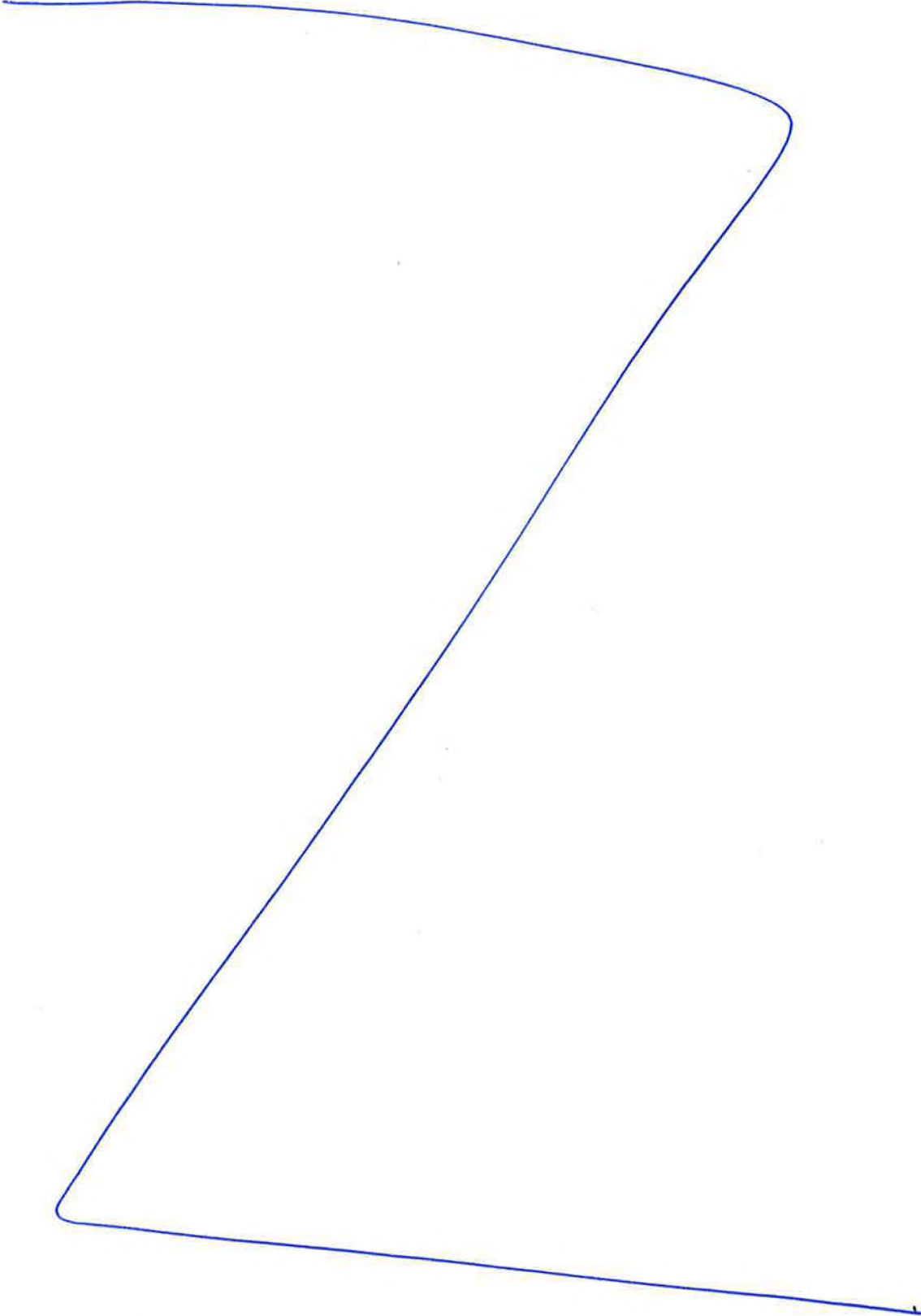
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INITIAL

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

NOT APPLICABLE



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INITIAL

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

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

Tenant's Signature

Date

20 / 12 / 2017

/ /

/ /

/ /

CORPORATION:

Sterling Corporate Services Pty Ltd

158 361 507

Name of Corporation

ACN / ABN

Redacted for confidentiality

SIGN HERE

Director

Director / Secretary

Executed by the Lessor (if a corporation, the Lessor executes this document pursuant to its constitution and the Corporations Act)

Lessor / Lessor's Agent Signature

Date

Redacted for confidentiality

SIGN HERE

20 / 12 / 2017

/ /

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C

(2) Relevant By-Laws pertaining to the strata complex, and

(3) Form 1AC

- have been received by the Tenant:

SIGN HERE

Redacted for confidentiality

Date 20 / 12 / 2017

Date / /

Date / /

Date / /

(Signed by Tenants)

For information about your rights and obligations as a lessor or tenant, contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection

Part D – Special Conditions

1. Definitions

1.1 Definitions

In these special conditions:

Act	means the <i>Residential Tenancies Act 1987</i> (WA).
Land	means the land on which the residential premises are situated.
Standard Term	means a provision of: <ul style="list-style-type: none"> (a) the tenancy agreement in Part A; (b) the standard terms in Part B; (c) the additional terms in Part C, of this agreement.
Starting Date	means the date specified in the tenancy agreement as being the date on which the Term commences.
Strata Plan	means a 'strata plan' or a 'survey-strata plan' as defined in the <i>Strata Titles Act 1985</i> (WA).
Term	means the term of this agreement being a total of 40 years made up of an initial 5 year lease with 7 x 5 year options on the property commencing on the starting date and, subject to special condition 3, ending on the end date specified in the tenancy agreement.

2. Incorporation of Special Conditions

3. Term

Despite any provision to the contrary in this agreement, the Term will end on the earliest of:

- (a) where the resident is one person, the date of death of that person;
- (b) where the resident is more than one person, the date of death of the last survivor of the resident; and
- (c) the date on which the Term ends upon a lawful termination of this agreement either pursuant to this agreement or the Act.

4. Modification and supplementation of Standard Terms

4.1 Routine inspections

For the purpose of clause 24.2 in Part B, the number of routine inspections in a 12 month period is limited to two.

4.2 Termination by resident In addition to the grounds on which the resident may terminate the Term under this agreement and pursuant to the Act, the tenant may terminate this agreement by giving written notice to the lessor without specifying any ground for the notice.

- (a) The period of notice for termination of this agreement under special condition 4.2 must not be less than 180 days.
- (b) A notice of termination under special condition 4.2 must:
 - (i) be signed by the resident and identify the residential premises; and
 - (ii) specify the day on which the resident will deliver up possession of the residential premises.

5. Common Areas

5.1 Definition

In this special condition 5:

Redacted for confidentiality

- Common Area** means the area or areas so depicted on the plan attached to this agreement.
- Other User** means each other person which occupies premises depicted on the plan annexed to this agreement and to which the lessor has granted rights similar to those conferred by this special condition 5.

5.2 **Resident right to use the Common Area**

The lessor grants to the resident for the Term the non-exclusive right to use the Common Area:

- (a) in common with each Other User; and
- (b) for the purpose for which the Common Area is intended by the lessor to be used.

5.3 **Resident 's obligation**

The resident must:

- (a) not intentionally or negligently cause or permit damage to the Common Area;
- (b) in conjunction with each Other User, keep the Common Area in a reasonable state of cleanliness;
- (c) co-operate with each Other User in the performance of the tenant's obligation under special condition 5.3(b); and
- (d) must not cause or allow to be caused injury to any person lawfully on the Common Area.

5.4 **Lessor's rights and obligations**

- (a) Subject to special condition 5.4(b), the lessor's obligations under this agreement concerning the maintenance and repair of the residential premises extend to the Common Area.
- (b) The lessor is not required to:
 - (i) negotiate with the resident or any Other User a day and a time for a proposed entry by the lessor onto the Common Area; and

- (ii) give to the resident or any Other User notice of the lessor's intention to enter onto the Common Area.
- (c) The lessor's right under this agreement to enter and remain on the residential premises extend to the Common Area.

6. Subdivision

6.1 Strata subdivision

- (a) This special condition 7.1 applies if, at the date of this agreement, the Land has not been subdivided by a Strata Plan.
- (b) The lessor may subdivide the Land by Strata Plan so long as in doing so the lessor does not substantially and permanently reduce the resident's enjoyment of the residential premises.
- (c) The resident must promptly and at the lessor's cost co-operate with the lessor and do anything that the lessor reasonably requires (for example, execute documents) in connection with the lessor's exercise of the lessor's rights under this special condition 7.1. Without limiting the previous provisions of this special condition, the lessor may require the resident to:
 - (i) sign a consent to a subdivision; or
 - (ii) vary this agreement to give effect to a subdivision.
- (d) The resident appoints the lessor and its officers jointly and severally to be the attorney of the tenant to do anything and to execute any document to give effect to special condition 6.1(c). For these purposes, the lessor may do, execute and perform all things relative to the proposed subdivision as fully and effectually as the tenant could do. The resident must ratify and confirm all actions the attorney lawfully does.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.

Redacted for confidentiality



Government of Western Australia
Department of Commerce
Consumer Protection

FORM 1AC
Information for Tenant
RESIDENTIAL TENANCIES ACT 1987 (WA)
Section 27B

WHAT YOU MUST KNOW ABOUT YOUR TENANCY

At the start of your tenancy you must be given the following by the lessor or the property manager of the premises:

- a copy of this information statement
- a copy of your residential tenancy agreement
- two copies of the property condition report (must be received within 7 days after you have entered into occupation of the premises)
- a bond lodgement form for you to sign (if you are paying a security bond), so that it can be lodged with the Bond Administrator
- keys to your new home.

UPFRONT COSTS

You are not required to pay:

- more than 2 weeks rent in advance (see "ESSENTIALS FOR TENANTS" below for more information)
- more than 4 weeks rent as a security bond (if the rent is less than \$1 200 per week)
- more than \$260 for a pet bond (if you are allowed to keep a pet on the premises)
- any other amount.

ESSENTIALS FOR TENANTS

Follow these useful tips and pieces of information to help avoid problems while you are renting:

- If you have paid a security bond, you should receive a Record of Payment of Security Bond (*record of payment*) when the bond is lodged with the Bond Administrator at the Department of Commerce. If you do not receive the record of payment within 4 weeks of paying the bond, contact the Consumer Protection Advice Line on 1300 30 40 54 to make sure it has been lodged correctly. The record of payment will also advise you of your Rental Bond Reference Number.
- If you do not agree with the property condition report, mark your concerns on the report and return it to the lessor. The property condition report is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you paid an option fee, it should be applied to your rent or returned to you.
- The lessor cannot require you to pay more than 2 weeks rent in advance at any time during the tenancy agreement. However, at any time during the tenancy agreement, you can choose to pay more.
- Never stop paying your rent, even if the lessor is not complying with their side of the agreement (e.g. by failing to do repairs) — you could end up being evicted if you stop paying rent.
- You must not stop paying rent with the intention that the lessor will take the rent from the security bond.
- You or the lessor will need to give notice in writing before ending the tenancy agreement (see "ENDING THE RESIDENTIAL TENANCY AGREEMENT" in your residential tenancy agreement).
- On the day your tenancy agreement ends, you must give vacant possession of the premises to the lessor (this includes handing over the keys to the lessor or the property manager). You may be liable to pay damages to the lessor if you do not vacate on time.
- If the property has a pool or garden, be clear about what the lessor expects you to do to maintain them.
- Under the *Building Regulations 2012*, owners and occupiers are responsible for ensuring that a suitable enclosure is provided around a swimming pool or spa pool on the property. If a fence, wall, gate, window, door or other barrier around a swimming pool or spa pool is not in working order or does not comply with the *Building Regulations 2012*, contact your lessor or property manager immediately to arrange repairs. If delays occur, or you need more information, contact your local council.

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- Loose cords or chains, on blinds or curtains, which are not fixed out of reach, pose a strangulation risk for children. Contact your lessor or property manager to discuss arrangements about making window coverings safe. Product safety laws apply.
- Be careful with what you sign relating to your tenancy, and do not let anybody rush you. Never sign a blank form, such as a claim for refund of bond.
- Keep a copy of your property condition report, rent receipts, bond receipt, record of payment of bond and copies of letters/emails you send or receive in a designated tenancy file or folder. Keep it somewhere you can easily find it.
- You must provide a forwarding address to the lessor or the property manager of the premises when you leave the premises. It is an offence not to do so.

COMPLAINTS AND DISPUTES

If a dispute between a lessor and a tenant is to be decided by the court, it must be dealt with by a court that has jurisdiction to hear and determine the application. The Magistrates Court has exclusive jurisdiction to hear and determine applications relating to bond and other tenancy matters that do not involve a claim over \$10 000. When making an application to the Magistrates Court, you must always use the name of the lessor on the application form and not the property manager or agent.

If you need to give the lessor a notice under the *Residential Tenancies Act 1987*, it should be in writing and can be given to the lessor or the property manager of the premises, someone living with the lessor who appears to be over the age of 16, or to the person who usually receives the rent.

If the lessor needs to give you a notice under the *Residential Tenancies Act 1987*, they can do so by posting it to you or by giving it to someone living in the rented premises who appears to be over 16 or to the person who usually pays the rent.

Where there are 2 or more lessors or tenants, notice only needs to be given to one of them.

For information about the Magistrates Court, including what forms you should use, visit their website at www.magistratescourt.wa.gov.au or go to the Department of Commerce website at www.commerce.wa.gov.au/ConsumerProtection to view general information publications about disputes and about the Magistrates Court process.

FURTHER INFORMATION

CONSUMER PROTECTION DIVISION, DEPARTMENT OF COMMERCE

Perth office: 140 William Street, Perth, Western Australia 6000

Hours 8:30 a.m. — 5:00 p.m.

General Advice Line: **1300 30 40 54** Email: consumer@commerce.wa.gov.au

Internet: www.commerce.wa.gov.au/ConsumerProtection

Regional offices:

Goldfields/Esperance: (08) 9026 3250

Great Southern: (08) 9842 8366

Kimberley: (08) 9191 8400

South-West: (08) 9722 2888

North-West: (08) 9185 0900

Mid-West: (08) 9920 9800

The WA Government provides funding assistance to the WA Tenancy Network which provides advice, information and advocacy to tenants throughout Western Australia. Contact the Consumer Protection Advice Line on 1300 30 40 54 for referral to a centre near you.

For further information about tenancy rights, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or www.commerce.wa.gov.au/ConsumerProtection.

For Translating and Interpreting Services please telephone TIS on 13 14 50 and ask to speak to the Department of Commerce (1300 30 40 54) for assistance.

CP02625/2012 Jan 2015 FORM 1AC version 05

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11 Est Lane	ASHBY
	WA6065

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FORM 1AA - Residential Tenancies Act 1987 - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART A

This agreement is made between	
Lessor 1 (Insert name of lessor(s) and contact details)	Is this lessor an organisation? <input checked="" type="checkbox"/> Yes
Given name(s) or Organisation Name	Sterling Corporate Services Pty Ltd A.C.N.: 158 361 507
Family name	C/- Rental Management Australia - 23/397 Warnbro Sound Avenue, PORT KENNEDY WA 6172
Lessor 2 (Insert name of lessor(s) and contact details)	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Lessor 3 (Insert name of lessor(s) and contact details)	Is this lessor an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	

and

Tenant 1 (Insert name of tenant(s) and contact details)	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	Redacted for confidentiality
Family name	Redacted for confidentiality
Mobile	Redacted for confidentiality
Email	Redacted for confidentiality
Tenant 2 (Insert name of tenant(s) and contact details)	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	Redacted for confidentiality
Family name	
Mobile	
Email	
Tenant 3 (Insert name of tenant(s) and contact details)	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	
Tenant 4 (Insert name of tenant(s) and contact details)	Is this tenant an organisation? <input type="checkbox"/> Yes
Given name(s) or Organisation Name	
Family name	
Mobile	
Email	

Lessor's property manager (Insert name of lessor's property manager (if any) and contact details)	
Trading Name	Rental Management Australia
Address	23-24/397 Warnbro Sound Avenue, PORT KENNEDY, WA, 6172
Telephone	Redacted for confidentiality
Facsimile	Redacted for confidentiality
Email	

TERM OF AGREEMENT [*delete as appropriate]	
* [redacted]	insert date [redacted] / [redacted] / [redacted]
*This residential tenancy agreement is fixed starting on	insert date Date: 12 / 01 / 2018
and ending on	insert date Date: 10 / 01 / 2023
Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.	

Redacted for confidentiality

GIVING OF NOTICES AND INFORMATION BY ELECTRONIC MEANS

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or facsimile under the Electronic Transactions Act 2011

Lessor 1	Sterling Corporate Services Pty Ltd A.C	C/- Rental Management Australia - 23/3	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 2			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Lessor 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
[insert email or facsimile if different from contact details above]				
Tenant 1	Redacted for confidentiality		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 2			Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 3			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
Tenant 4			Email: Yes <input type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input type="checkbox"/> /No <input type="checkbox"/>
[insert email or facsimile if different from contact details above]				
Lessor's property manager		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Facsimile: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	
[insert email or facsimile if different from contact details above]				

RESIDENTIAL PREMISES

The residential premises are [Insert address]

Address 1	Redacted for confidentiality				
Address 2					
Suburb	Redacted for confidentiality	State	WA	Postcode	Redacted
Postal Address [If different from above]					
PO Box		Town/City		Postcode	
Address 1					
Address 2					

and

The residential premises ~~include~~/exclude* [*delete as appropriate] Include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds

NOT APPLICABLE

MAXIMUM NUMBER OF OCCUPANTS

No more than	insert number TWO	persons may ordinarily live at the premises at any one time.
--------------	----------------------	--

RENT

The rent is	insert amount \$ See Item 1 - Part C P14	per week/ calculated by reference to tenants income [insert calculation] payable weekly*/ fortnightly * in advance [*delete as appropriate]
starting on	insert date Date: 12 / 01 / 2018	

The method by which the rent must be paid: [strikeout where applicable]

~~(a) by cash or cheque, or~~
~~(b) into the following account, or any other account nominated by the lessor.~~

BSB number:	account number:
account name:	payment reference:

or

(c) as follows:

BPay
Billercode: 4481
Reference:

Redacted for confidentiality

SECURITY BOND			
A security bond of	<div>insert amount\$ 0.00</div>	and a pet bond of	<div>insert amount\$ 0.00</div>
must be paid by the tenant on signing this agreement.			
<i>Note: Unless the rent for the premises exceeds \$1,200 per week, the security bond must not exceed the sum of 4 weeks rent plus a pet bond not exceeding \$260 (if a pet is permitted to be kept at the premises). The pet bond is to be used to meet costs of fumigation of the premises.</i>			

RENT INCREASE	
In the case of a periodic tenancy (see "TERM OF AGREEMENT") any rent increase will be no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days notice of the increase.	
<i>Note: If rent is calculated by reference to income, the requirement to provide a notice of rent increase only applies if the method of calculating the rent is changed.</i>	
In the case of a fixed term tenancy (see "TERM OF AGREEMENT") the rent increase will be	
<div>NOT APPLICABLE</div>	
<div>[insert maximum increase or method of calculating increase, e.g. CPI or percentage]</div>	
and take effect no sooner than 6 months after the commencement of this tenancy agreement and the date of the last increase. The lessor must give at least 60 days' notice of the increase.	
<i>Note: For fixed term lease agreements exceeding 12 months, refer to Part C for details of subsequent rent increases.</i>	

WATER SERVICES	
Is scheme water connected to the premises?	<div><input checked="" type="checkbox"/> Yes<input type="checkbox"/> No</div>
<i>Note: If the property is not connected to scheme water, the tenant may have to purchase water at his or her own expense.</i>	

WATER USAGE COSTS (SCHEME WATER)		
The tenant is required to pay	<div>[insert number]100%</div>	of water consumption costs.

PERMISSION TO CONTACT THE WATER SERVICES PROVIDER	
Does the tenant have the lessor's permission to contact the water services provider for the premises to access accounts for water consumption at the premises and to communicate with the water services provider in relation to concessions available to the tenant or supply faults at the premises?	
<div><input type="checkbox"/> Yes<input checked="" type="checkbox"/> No</div>	

ELECTRICITY, GAS AND OTHER UTILITIES				
Indicate for the utilities below whether or not the premises are separately metered:				
Electricity:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Gas:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Water:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Other:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<div>N/A</div>	
(please specify):	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<div>N/A</div>	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<div>N/A</div>	
	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<div>N/A</div>	
Where the premises are separately metered to measure consumption of a specific utility, the tenant must pay for the connection and consumption costs as per the relevant account for the premises.				

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Where the premises are not separately metered to measure the consumption of a specific utility, the tenant must pay the consumption costs for that utility which will be calculated as follows:	
Electricity:	N/A [insert method of calculation]
Gas:	N/A [insert method of calculation]
Water:	N/A [insert method of calculation]
Other:	(please specify) N/A [insert method of calculation]

STRATA BY-LAWS	
Strata by-laws ARE /ARE NOT* [*delete as appropriate] applicable to the residential premises	
A copy of the by-laws are attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	

PETS	
The pets listed below can be kept at the premises:	
*** See Part C - Page 14 - ANIMALS AND PETS	

RIGHT OF TENANT TO ASSIGN OR SUB-LET [*delete as appropriate]	
*The tenant may assign the tenant's interest under this agreement or sub-let the premises.	
*The tenant may not assign the tenant's interest under this agreement or sub-let the premises.	
*The tenant may assign the tenant's interest under this agreement or sub-let the premises only with the written consent of the lessor.	

RIGHT OF TENANT TO AFFIX AND REMOVE FIXTURES [*delete as appropriate]	
*The tenant must not affix any fixture or make any renovation, alteration or addition to the premises.	
*The tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the lessor's written permission.	

PROPERTY CONDITION REPORTS	
A property condition report detailing the condition of the premises must be completed by or on behalf of the lessor and 2 copies provided to the tenant within 7 days of the tenant moving into the premises.	
If the tenant disagrees with any information contained in the property condition report, the tenant must note his or her disagreement on a copy of the property condition report and return this to the lessor or property manager within 7 days of receipt of the property condition report from the lessor. If the tenant does not give a copy of the property condition report back to the lessor, the tenant is to be taken to accept the property condition report as a true and accurate description of the condition of the premises.	
A final property condition report must be completed by or on behalf of the lessor and provided to the tenant as soon as practicable but in any event within 14 days of the termination of the tenancy. The tenant must be given a reasonable opportunity to be present at the final inspection.	

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FORM 1AA - *Residential Tenancies Act 1987* - Section 27A

RESIDENTIAL TENANCY AGREEMENT PART B

STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS

The *Residential Tenancies Act 1987* and the *Residential Tenancies Regulations 1989* apply to this agreement.

Both the lessor and the tenant must comply with these laws.

Some of the rights and obligations in that legislation are outlined below.

RIGHT TO OCCUPY THE PREMISES

1. The tenant has the right to exclusive occupation and quiet enjoyment of the residential premises during the tenancy. The residential premises include the additional items but do not include the exclusions noted under "RESIDENTIAL PREMISES" in Part A.

COPY OF AGREEMENT

2. The lessor or the property manager must give the tenant:
 - 2.1 a copy of this agreement when this agreement is signed by the tenant; and
 - 2.2 a copy of this agreement signed by both the lessor or the property manager and the tenant within 14 days after it has been signed and delivered by the tenant.

RENT

3. The tenant must pay rent on time or the lessor may issue a notice of termination and, if the rent is still not paid in full, the lessor may take action through the court to evict the tenant.
4. The tenant must not withhold rent because the tenant is of the view that the lessor is in breach of the agreement.
5. The lessor or property manager must not:
 - 5.1 require the tenant to pay more than 2 weeks rent in advance; or
 - 5.2 require the tenant to pay rent by post-dated cheque; or
 - 5.3 use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent; or
 - 5.4 require the tenant to pay any monetary amount other than rent, security bond and pet bond.
6. The lessor or property manager must give a rent receipt to the tenant within 3 days of the rent being paid unless the rent is paid into an authorised bank or credit union account nominated by the lessor.
7. A tenancy agreement cannot contain a provision for a penalty, damages or extra payment if the tenant fails to keep to the agreement or breaches any law. If an agreement allows a reduced rent or a rebate, refund or other benefit if the tenant does not breach the agreement, the tenant is entitled to the reduction, rebate, refund or other benefit in any event.
8. **Warning:** it is an offence for a tenant to fail or refuse to pay any rent due under a residential tenancy agreement with the intention that the amount of such rent be recovered by the lessor from the tenant's security bond.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

9. The lessor must pay all rates, taxes or charges imposed in respect of the premises under the *Local Government Act 1995*, the *Land Tax Act 2002* or any written law under which a rate, tax or charge is imposed for water supply or sewerage services under the *Water Agencies (Powers) Act 1984* (other than a charge for water consumed). The lessor is responsible for any contribution levied under the *Strata Titles Act 1985* and any contribution levied on a proprietor under the *Strata Titles Act 1985*.

PUBLIC UTILITY SERVICES

10. **Public utility services** has the meaning given in the *Land Administration Act 1997* and refers to services such as gas, electricity and water.
11. If the premises are not separately metered to measure the tenant's consumption of a public utility service at the premises and the tenant is expected to pay for his or her consumption of the public utility service, the lessor and tenant must agree in writing to an alternative method of calculating the charge to be paid by the tenant for the consumption of that public utility service.
12. The tenant must not be required to pay a charge in relation to a public utility service provided to the premises unless the charge is calculated by reference to the tenant's actual consumption of the public utility service at the premises and the tenant is given written notice of the charge.
13. If the premises are separately metered, the notice of the charge must specify –
 - 13.1 the relevant meter reading or readings; and
 - 13.2 the charge per metered unit; and
 - 13.3 the amount of GST payable in respect of the provision of the public utility service to the residential premises.
14. If the premises are not separately metered, the notice of the charge must specify –
 - 14.1 the calculation as per the agreed method; and
 - 14.2 the amount of GST payable in respect of the provision of the public utility service to the residential premises.

POSSESSION OF THE PREMISES

15. The lessor must:
 - 15.1 give the tenant vacant possession of the premises on the day on which the tenant is entitled to enter into occupation of the premises under the agreement; and
 - 15.2 take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the tenant cannot occupy the premises as a residence for the term of this agreement.

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TENANT'S RIGHT TO QUIET ENJOYMENT

16. The tenant is entitled to quiet enjoyment of the premises without interruption by the lessor or any person claiming by, through or under the lessor or having superior title to that of the lessor.
17. The lessor or the property manager will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in the use of the premises. The lessor or the property manager must also take all reasonable steps to ensure that the lessor's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in the use of the premises.

USE OF THE PREMISES BY TENANT

18. The tenant must:
 - 18.1 use the premises as a place of residence; and
 - 18.2 not use or allow the premises to be used for any illegal purpose; and
 - 18.3 not cause or permit a nuisance; and
 - 18.4 not intentionally or negligently cause or permit damage to the residential premises; and
 - 18.5 advise the lessor or property manager as soon as practicable if any damage occurs; and
 - 18.6 keep the premises in a reasonable state of cleanliness; and
 - 18.7 not cause or allow to be caused injury to the lessor, property manager or any person lawfully on adjacent premises; and
 - 18.8 not allow anyone who is lawfully at the premises to breach the terms of this agreement.
19. The tenant is responsible for the conduct or omission of any person lawfully on the premises that results in a breach of the agreement.

LESSOR'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

20. In this clause, **premises** includes fixtures and chattels provided with the premises but does not include:
 - 20.1 any fixture or chattel disclosed by the lessor to the tenant as not functioning before the agreement was entered into; or
 - 20.2 any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
21. The lessor must:
 - 21.1 provide vacant possession of the premises and in a reasonable state of cleanliness and repair; and
 - 21.2 maintain and repair the premises in a timely manner; and
 - 21.3 comply with all laws affecting the premises including building, health and safety laws.

URGENT REPAIRS

22. **Urgent repairs** are defined by the *Residential Tenancies Act 1987* and fall into 2 categories: repairs that are necessary for the supply or restoration of an essential service and other urgent repairs. Essential services are listed in the *Residential Tenancies Regulations 1989* as electricity, gas, a functioning refrigerator (if one is provided with the premises), waste water management treatment and water (including the supply of hot water). Arrangements for repairs that are necessary to supply or restore an essential service must be made with a suitable repairer within 24 hours. Other urgent repairs are those that are not necessary for the supply or restoration of an essential service, but may nevertheless cause damage to the premises, injure a person or cause undue hardship or inconvenience to the tenant. Arrangements for these repairs must be made within 48 hours.
23. In every tenancy, if the need for urgent repair arises other than as a result of a breach of the agreement by the tenant:
 - 23.1 the tenant is to notify the lessor or the property manager of the need for urgent repairs as soon as practicable; and
 - 23.2 the lessor is to ensure that the repairs are carried out by a suitable repairer as soon as practicable after that notification; and
 - 23.3 if, within 24 hours (in the case of repairs to essential services) or 48 hours (in the case of other urgent repairs), the lessor or property manager cannot be contacted, or, having notified the lessor or property manager of the need for the repairs, the lessor fails to ensure that the repairs will be carried out by a suitable repairer as soon as practicable after that notification, the tenant may arrange for the repairs to be carried out by a suitable repairer to the minimum extent necessary to effect those repairs; and
 - 23.4 if a tenant arranges for repairs to be carried out under clause 23.3, the lessor must, as soon as practicable after the repairs are carried out, reimburse the tenant for any reasonable expense incurred by the tenant in arranging for those repairs to be carried out and paying for those repairs.

LESSOR'S ACCESS TO THE PREMISES

24. The lessor, property manager or person acting on behalf of the lessor, can only enter the premises in the following circumstances:
 - 24.1 in any case of emergency;
 - 24.2 to conduct up to 4 routine inspections in a 12 month period after giving the tenant at least 7 days, but not more than 14 days, written notice;
 - 24.3 where the agreement allows the rent to be collected at the premises where rent is payable not more frequently than once every week;
 - 24.4 to inspect and secure the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenant has not responded to a notice from the lessor;
 - 24.5 carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours notice in writing before the proposed entry;
 - 24.6 showing the premises to prospective tenants, at any reasonable time and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice in writing;
 - 24.7 showing the premises to prospective purchasers, at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice in writing; or
 - 24.8 if the tenant agrees at, or immediately before, the time of entry.
25. There are directions within the *Residential Tenancies Act 1987* which guide tenants, lessors and property managers on appropriate behaviour in relation to gaining or granting access to the premises. The following summary may assist.

REASONABLE TIME

26. **Reasonable time** means –
 - 26.1 between 8.00am and 6.00pm on a weekday; or
 - 26.2 between 9.00am and 5.00pm on a Saturday; or
 - 26.3 at any other time agreed between the lessor and each tenant.

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REQUIREMENT TO NEGOTIATE A DAY AND TIME FOR A PROPOSED ENTRY BY THE LESSOR

27. If it would unduly inconvenience the tenant for the lessor or property manager to enter the premises as specified in a notice of an intention to enter premises on a particular day, the lessor or property manager must make a reasonable attempt to negotiate a day and time that does not unduly inconvenience the tenant.

REQUIREMENT TO GIVE TENANT NOTICE OF PROPOSED ENTRY

28. Where a lessor or property manager gives a tenant notice of an intention to enter premises on a particular day, the notice must specify the day and whether it will be before or after 12.00 p.m.

TENANT ENTITLED TO BE PRESENT

29. The tenant is entitled to be on the premises during the entry by the lessor, the property manager or any other agent acting on behalf of the lessor.

ENTRY MUST BE REASONABLE AND NO LONGER THAN NECESSARY

30. The lessor or property manager exercising a right of entry:
- 30.1 must do so in a reasonable manner; and
 - 30.2 must not, without the tenant's consent, stay or permit others to stay on the premises longer than is necessary to achieve the purpose of the entry.

LESSOR'S OBLIGATION TO COMPENSATE TENANT IF DAMAGE TO TENANT'S GOODS

31. If the lessor or property manager (or any person accompanying the lessor or property manager) causes damage to the tenant's goods when exercising a right of entry, the lessor is obliged to compensate the tenant.

ALTERATIONS AND ADDITIONS TO THE PREMISES

32. If the tenancy agreement allows the tenant to affix a fixture or make a renovation, alteration or addition to the premises, then:
- 32.1 the tenant must obtain permission from the lessor prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 32.2 the tenant must obtain permission from the lessor to remove any fixture attached by the tenant and make good any damage; and
 - 32.3 notify the lessor of any damage caused by removing any fixture and, at the option of the lessor, repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing the damage; and
 - 32.4 the lessor must not unreasonably refuse permission for the installation of a fixture or an alteration, addition or renovation by the tenant.
33. If the lessor wants to make an alteration or addition or affix a fixture to the premises, then:
- 33.1 the lessor must obtain the tenant's permission prior to affixing any fixture or making any renovation, alteration or addition to the premises; and
 - 33.2 the tenant must not unreasonably refuse permission for the lessor to affix any fixture or make any renovation, alteration or addition to the premises.

LOCKS AND SECURITY DEVICES

34. The prescribed means of securing the premises are defined in the *Residential Tenancies Regulations 1989*. In every tenancy:
- 34.1 the lessor must provide and maintain such means to ensure the premises are reasonably secure as prescribed in the regulations; and
 - 34.2 any lock or security device at the premises must not be altered, removed or added by a lessor or tenant without the consent of the other; and
 - 34.3 the lessor or the tenant must not unreasonably withhold that consent.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. If the tenancy agreement allows the tenant to assign his or her interest or sub-let the premises with the lessor's consent:
- 35.1 the tenant cannot assign his or her interest or sub-let the premises without the written consent of the lessor; and
 - 35.2 the lessor must not unreasonably withhold such consent; and
 - 35.3 the lessor must not make any charge for giving such consent other than the lessor's reasonable incidental expenses.

CONTRACTING OUT

36. It is an offence to contract out of any provision of the *Residential Tenancies Act 1987*.

ENDING THE RESIDENTIAL TENANCY AGREEMENT

37. This residential tenancy agreement can only be terminated in certain circumstances.
38. The tenant agrees, when this agreement ends, to give vacant possession of the premises to the lessor. Before giving vacant possession to the lessor the tenant must:
- 38.1 remove all the tenant's goods from the residential premises; and
 - 38.2 leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy; and
 - 38.3 return to the lessor all keys, and other opening devices or similar devices, provided by the lessor.
39. The tenant may be liable for losses incurred by the lessor if the above requirements are not met.

ENDING A FIXED TERM AGREEMENT

40. If this agreement is a fixed term agreement it may be ended:
- 40.1 by agreement in writing between the lessor and the tenant; or
 - 40.2 if either the lessor or tenant does not want to renew the agreement, by giving written notice of termination. The notice must be given to the other party at least 30 days prior to the date on which vacant possession of the premises is to be delivered to the lessor. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends.

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ENDING A PERIODIC AGREEMENT

41. If this agreement is a periodic agreement it may be ended:
- 41.1 by agreement in writing between the lessor and the tenant; or
 - 41.2 by either the lessor or the tenant by giving written notice of termination to the other party. The notice may be given at any time. The lessor must give at least 60 days notice and the tenant must give at least 21 days notice.

OTHER GROUNDS FOR ENDING AGREEMENT

42. The *Residential Tenancies Act 1987* also authorises the lessor and tenant to end this agreement on other grounds. The grounds for the lessor include sale of the residential premises, breach of this agreement by the tenant, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship. The grounds for the tenant include breach of this agreement by the lessor, where the agreement is frustrated (e.g. where the premises are destroyed or become uninhabitable) and hardship.
43. For more information, refer to the *Residential Tenancies Act 1987* or contact the Department of Commerce on 1300 30 40 54 or visit www.commerce.wa.gov.au/ConsumerProtection.

44. Warning:

- 44.1 It is an offence for any person to obtain possession of the residential premises without an order of the Magistrates Court if the tenant does not willingly move out (a termination notice issued by the lessor or property manager is not a court order). The court may order fines and compensation to be paid for such an offence.
- 44.2 It is an offence for a tenant to fail to provide the lessor with a forwarding address when vacating the premises.

SECURITY BOND

45. The security bond is held by the Bond Administrator.
46. The lessor agrees that if the lessor or the property manager applies to the Bond Administrator for all or part of the security bond to be released to the lessor, the lessor or property manager will provide the tenant with evidence to support the amount that the lessor is claiming.
47. The Bond Administrator can only release the security bond when it receives either:
- 47.1 a Joint Application for Disposal of Security Bond form signed by all the parties to the tenancy agreement; or
 - 47.2 an order of the court.
48. If the parties cannot agree on how the security bond is to be dispersed, either party can apply to the Magistrates Court to have the dispute decided.
49. **Warning:** It is an offence for a lessor or a property manager to require a tenant to sign a Joint Application for Disposal of Security Bond form unless the residential tenancy agreement has terminated, the rent to be paid under the tenancy agreement is decreased or a pet is no longer kept at the premises, and the amount of the security bond to be paid to the tenant or lessor is stipulated on the form.

TENANCY DATABASES

50. A lessor or property manager can only list a person on a residential tenancy database if:
- 50.1 the person is a named tenant on the residential tenancy agreement; and
 - 50.2 the residential tenancy agreement has been terminated; and
 - 50.3 the person owes the lessor a debt that is greater than the security bond or a court has made an order terminating the tenancy agreement.

NOTICES

- 51A. A notice under this agreement must be given:
- 51A.1 in the prescribed form; or
 - 51A.2 if there is no prescribed form but there is an approved form - in the approved form; or
 - 51A.3 if there is no prescribed form or approved form - in writing.
- 51B. A notice from the tenant to the lessor may be given to the property manager or the lessor's agent.
- 51C. A notice under this agreement may be given to a person:
- 51C.1 by giving it to the person directly; or
 - 51C.2 if an address for service for the person is given in the agreement - by posting it to, or leaving it at, the address for service; or
 - 51C.3 if the person has agreed under Part A to the electronic service of notices - by sending the notice to the email address or facsimile number given in Part A.
- 51D. A person may withdraw his or her consent to a notice being given to the person by email or facsimile by giving a notice to that effect to each other party to the agreement.

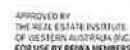
ADVICE, COMPLAINTS AND DISPUTES
DEPARTMENT OF COMMERCE

51. The *Residential Tenancies Act 1987* allows the Commissioner for Consumer Protection to give advice to parties to a residential tenancy agreement, to look into complaints and, wherever possible, help to settle them. The Department of Commerce may be contacted by telephone on 1300 30 40 54 or by visiting one of the Department's offices.
52. The tenant should generally approach the lessor or property manager to solve any problem before approaching the Department of Commerce. The Department's role is one of mediation and conciliation, it cannot issue orders or make determinations in respect of disputes.

IF A DISPUTE CANNOT BE RESOLVED

53. If a dispute arises between the lessor and the tenant and the dispute cannot be resolved, either party may apply to the Magistrates Court to have the dispute decided by the court. The court can make a range of orders, including:
- 53.1 restraining any action in breach of the agreement; and
 - 53.2 requiring a party to the agreement to perform a certain action under the agreement; and
 - 53.3 order the payment of any amount owing under the agreement; and
 - 53.4 order the payment of compensation for loss or injury.

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FORM 1AA - Residential Tenancies Act 1987- Section 27A

RESIDENTIAL TENANCY AGREEMENT PART C

IMPORTANT INFORMATION

Additional terms may be included in this agreement if:

- (a) both the lessor and tenant agree to the terms; and
(b) they do not conflict with the *Residential Tenancies Act 1987*, the *Residential Tenancies Regulations 1989*, or any other law; and
(c) they do not breach the provisions about unfair contract terms in the *Fair Trading Act 2010*; and
(d) they do not conflict with the standard terms of this agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE *RESIDENTIAL TENANCIES ACT 1987*.

HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

additional terms:

1. REQUIREMENTS FOR EXISTENCE OF LEASE

- 1.1. The parties agree that there will be no binding agreement to lease the Premises and no residential tenancy agreement will have come into existence, under the *Residential Tenancies Act, 1987* (Act) or otherwise, unless and until the following pre-requisites have been met:
- (a) By no later than 4.00 pm on 12/01/2018, or such later time as agreed to by the lessor's property manager:
[~~*strike out whatever subparagraphs do not apply~~]
- (i)* this residential tenancy agreement is signed by the tenant(s) and returned by the tenant to the lessor's property manager at the physical address or email address appearing in this lease;
- (ii)* ~~any security bond and any pet bond required to be paid by the tenant pursuant to Part 4 of this residential tenancy agreement on the signing of the residential tenancy agreement are paid to the lessor's property manager; and~~
- (iii)* ~~any first payment of rent required to be paid by the tenant pursuant to Part 4 of this residential tenancy agreement on or before the signing of the residential tenancy agreement is paid in accordance with Part 4;~~
- and
- (b) The residential tenancy agreement is signed by the lessor or the property manager (PROVIDED THAT if the tenant has been granted an option to enter the lease and paid an option fee, there shall be no need for the agreement to be signed by the lessor or property manager in order for a binding agreement to exist and this pre-requisite (b) shall not apply).

Note: Under the Residential Tenancy Act 1987 agreement to lease do not have to be in writing and may be entered verbally or by conduct. This clause 1 does not purport to remove the right of the parties to reach non-written agreements. However, if the parties wish to enter into an agreement on the terms set out in this form, the pre-requisites set out above must be met in order for the lease to exist.

2. THE TENANT'S OBLIGATIONS

Rent

- 2.1. The tenant agrees to pay the Rent punctually pursuant to the provisions of Part A, on the dates for payment, without any deductions or legal or equitable set-offs.
- 2.2. The tenant must not fail or refuse to pay any rent due under this lease with the intention that the amount of the rent may be recovered by the lessor from the security bond. (This is an offence against Section 52 of the Act and is subject to a maximum penalty of \$5,000.00).

**Renegotiated Fixed
Term Lease (section
31B of the Act)**

[Delete if inapplicable - to be used when a new lease is entered into 'the **new agreement**') that has been the subject of a previous fixed term lease between the same parties in relation to the same premises 'the **former agreement**'].

2.5. ~~Rental under this lease will be the amount stipulated under the heading "Rent" in Part A of this lease. However, in order to comply with section 31B of the Act and to provide 30 days' notice of the increase in the rental previously paid under the former agreement, until [] [insert date] (being the first 30 days of the term of this new agreement), the tenant is only required to pay rental of \$ [] per week [insert the amount that is the equivalent of the rental paid under the former agreement].~~

Rent Reviews

- 2.4. If this lease is a periodic tenancy, then the rent will be increased every [insert frequency of rent review]
 months using the following Method of Rent Review [insert method A, B, C, or D as defined below]
 If this lease is a fixed term tenancy agreement, then the rent will be increased on the following dates in the following manner:
 The Parties agree that on the relevant rent review date(s) referred to below the rent per week during the term of this fixed term lease will be increased by the method referred to below.

Note: Any increase in rent must be no sooner than 6 months after the commencement date of this tenancy and the date of the last increase. The lessor must give to the tenant at least 60 days' notice of the increase.

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The reviewed rental cannot be less than the rental payable in the immediately preceding period.

Method of Rent Review	N/A	Review Date	N/A
Method of Rent Review	N/A	Review Date	N/A
Method of Rent Review	N/A	Review Date	N/A
Method of Rent Review	N/A	Review Date	N/A

Insert **A, B, C** or **D** for the Method of Rent Review.

A. fixed increase of \$ N/A per week

B. Consumer Price Index (Perth All Groups) ("CPI")

C. N/A % increase of the rent payable on the day immediately prior to the Review Date

D. Other Method: N/A

For the purposes of this rent review clause, the following terms have the following meanings:

CPI means the rent will be determined in accordance with the following formula:

$$\text{CPI Rent} = R \times (C/P)$$

Where

R = the Rent payable immediately prior to the relevant Rent Review Date

C = the Current CPI (for the most recent quarter prior to the Rent Review Date with respect to which the CPI has been published)

P = the Previous CPI (for the quarter immediately before the last Rent Review Date or, if there has been no previous rent review, the date of the commencement of the tenancy).

Percentage Increase means the reviewed rental will be the rent applicable immediately before the rent review date increased by the percentage specified above on that rent review date.

Other Method means the Rent applicable immediately before the rent review date will be increased by that method on that rent review date.

- 2.5. If this tenancy agreement is for a fixed term and the tenancy reverts to a periodic tenancy pursuant to section 76C of the Act, then the periodic rent upon expiry of the fixed term will be, for the first 30 days after the commencement of the periodic tenancy, the same rent that was payable at the end of the fixed term and, after that 30 day period, a sum being
- \$ N/A [or insert a method of calculating the rent] (**Increased Rent**).

PROVIDED THAT, in order for the Increased Rent to apply, the lessor must give the tenant at least 60 days' notice of the Increased Rent and the commencement date for the Increased Rent must be no sooner than 6 months after the last rent increase.

- Pets**
- 2.6. The tenant must not keep any animal, bird or fish in or about the premises, unless that pet is listed in Part A of this residential tenancy agreement or without the prior written permission of the Lessor.
- 2.7. The tenant must not keep any restricted breed dogs as defined under the Dog (Restricted Breeds) Regulations 2002- Dogo Argentine (Argentinian Fighting Dog), Fila Brasileiro (Brazilian Fighting Dog), Japanese Tosa, American Pit Bull Terrier, Pit Bull Terrier or any dog of a mixed breed which visibly contains any of these breeds, without the prior written consent of the Lessor.

- Pet Security Bond**
- 2.8. If the lessor permits the tenant to keep pets at the premises as specified in Part A, or as agreed in writing after the commencement of the residential tenancy agreement, and if any of those pets are capable of carrying parasites that can affect humans, then the tenant shall deposit with the property manager a Pet Security Bond of the amount referred to in Part A. At the end of the tenancy that Pet Bond may be applied to the cost of fumigation of the premises. In this clause, the term "pet" does not include a guide dog as defined in section 3(1) of the *Dog Act, 1976*).

- Smoking**
- 2.9. Unless otherwise agreed to by the lessor in writing, smoking is not permitted inside the residential buildings on the premises.

- Services**
- 2.10. The tenant must notify the electricity and gas utilities (if applicable) of the tenant's occupation of the premises.

- Telephone**
- 2.11. The lessor makes no representations about the availability of telephone lines, internet lines or any other communications services to the premises. The tenant must make his or her own enquiries regarding the availability, cost and/or installation of those services. The tenant is allowed to install and/or attach cabling, telephone lines and/or communications lines to the premises provided no damage is done to the premises in installing, attaching and/or removing them and the tenant pays all costs associated with that installation, attachment and/or removal.

If at the end of the residential tenancy the lessor requests the cabling and/or communications lines to be removed, the tenant must remove them and make good any damage caused by that removal. If any cabling, telephone lines and/or communications lines installed or attached by the tenant are left remaining at the premises or attached to the premises at the end of the tenancy, with the lessor's consent, those items become the property of the lessor.

- Strata Company** 2.12. The Tenant agrees to comply with all the rules and by-laws governing the use of the Premises and the common areas issued by the Strata Company or Strata Council.
- Tenant to Keep Premises Clean** 2.13. In accordance with the tenant's obligation to keep the premises in a reasonable state of cleanliness pursuant to section 38(1)(a) of the Act, the tenant must keep the premises in a clean and sanitary condition and free from dirt, oils, grease, insects, and vermin.
- 2.14. The tenant is responsible for the eradication of insect and vermin infestations caused by the tenant's activities or lack of cleanliness.
- Chattels** 2.15. Except for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), the tenant agrees to keep the premises, including all floors, floor coverings, skirting boards, walls, ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures and fittings, and chattels included in the tenancy agreement (as set out in any attached Inventory) in the same condition as they were in at the commencement of this lease and in accordance with the Property Condition Report (fair wear and tear excepted).
- Smoke Alarms and RCDs** 2.16. The tenant must take reasonable steps to regularly check and test whether all smoke alarms and residual current devices on the premises are in good working order. If any smoke alarm or residual current device is not at any time in good working order, the tenant must give the lessor immediate notice in writing of that fact. Note: Nothing in this clause lessens the obligations upon lessors in relation to smoke alarms under the Building Regulations 2012 and/or in relation to residual current devices under the Electricity Regulations, 1947.
- Light Globes** 2.17. The tenant agrees to replace all broken light globes and fluorescent light tubes and save for matters required to be attended to by the lessor as part of its obligations to maintain the premises in a reasonable state of repair (having regard to its age and character), ensure all light globes and fluorescent light tubes are kept in good working order.
- Gardens** 2.18. The tenant must attend to the garden, lawns, lawn edges, hedges, shrubs and trees so that they are kept in the same condition as at the commencement of this lease as described in the Property Condition Report, to water and fertilise them regularly and adequately, to keep all the grounds clean and tidy and free from rubbish, to keep the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs.
- Swimming Pool Spa** 2.19. If the premises includes a swimming pool or spa, the tenant must keep the pool or spa and any associated equipment in a properly treated and clean condition and observe all legal requirements relating to pools and/or spas during the period of this lease. The tenant must not drain the pool without the lessor's written consent.
- If a tenant becomes aware of any matters that may render any swimming pool or spa on the premises unsafe, the tenant must report those matters to the lessor as soon as practicable. Further, tenants should note that they are entitled to notify local governments about matters relating to the safety of swimming pools or spas.**
- Damage and Disrepair** 2.20. The parties' rights and obligations with respect to urgent repairs are set out in section 43 of the Act and clauses 22 and 23 of Part B of the Residential Tenancy Agreement. Obligations upon the tenant to advise the lessor or property manager as soon as practicable if any damage occurs to the premises are set out in section 38 of the Act and clause 18.5 of the Residential Tenancy Agreement. The tenant agrees to make all reasonable efforts to report to the Lessor all damage and any state of disrepair to the premises, as soon as practical after the same occurs. Failure to do so will render the tenant liable for all costs and/or losses incurred by the lessor as a result of such failure to report (examples of the types of incidents that might give rise to a need to make a report as soon as practical include, but are not limited to, a broken window, a kitchen cupboard door falling off, a cracked shower screen or a burst water pipe on the leased premises or a machine, such as a pool pump, that forms part of the leased premises, being in need of repair). The tenant may be liable to pay the lessor damages if the lessor suffers loss as a consequence of the tenant failing or delaying to make a report.
- 2.21. The tenant must pay for any damages caused by the tenant's breach of the residential tenancy agreement including, but not limited to, the cost of repairing any damage that is caused by, or is attributable to, an act or omission by the tenant or anyone who is lawfully at the premises, contrary to clause 18 and/or 19 of Part B.
- Excess on Insurance** 2.22.
- 2.22.1 If the lessor elects to claim on the lessor's insurance for any loss or damage that arises or is attributable to an act or omission by the tenant or the tenant's visitors, or people associated with the tenant, that amounts to a breach of this residential tenancy agreement or would otherwise leave the tenant liable to the lessor for damages and the lessor is successful in relation to recovering any money for such damage, then the tenant will be liable to the lessor to pay any "excess" on any such insurance claim.
- 2.22.2 The tenant acknowledges that any damage caused to the premises or any chattels on the premises by a water bed is not normally covered by insurance.
- 2.22.3 This clause does not limit the liability of the tenant for acts of negligence, other torts or breaches of this residential tenancy agreement and this clause does not require the lessor to make any claim under any insurance policy held by the lessor.
- Alterations to the Premises** 2.23. Notwithstanding which election is selected with respect to the right of the tenant to affix and remove fixtures in Part A, the tenant must not place any sign on, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the Premises.

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Objectionable Behaviour	2.24. The tenant must not interfere with or cause or permit interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the premises.
Water beds, Aquarium, Swimming Pool, Spa	2.25. The tenant must not without the lessor's consent install any water bed, aquarium, swimming pool, or spa on the premises. The tenant is liable to the lessor for any costs or losses resulting from any damage caused to the premises (including any of the lessor's chattels, fixtures, fittings and/or furniture) by the escape of water from any waterbed, aquarium, swimming pool, or spa if the escape of the water is caused by the tenant breaching this Residential Tenancy Agreement or breaching the terms of the Act.
Laundry	2.26. The tenant must not hang or display any laundry or other articles on any balcony or verandah.
Indemnify the Lessor	2.27. The tenant agrees to indemnify the lessor against any loss sustained by the lessor or any sum the lessor might at any time be liable to pay, as a result of: <div>2.27.1 any damage to the premises or any furniture or chattels belonging to the lessor;</div> <div>2.27.2 any claim made against the lessor, whether in relation to property damage or personal injury; or</div> <div>2.27.3 any other matter whatsoever, arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.</div> <div>arising from any breach of clauses 18 and/or 19 of Part B of this residential tenancy agreement.</div>
Inspections	2.28. Provided that the lessor has complied with clauses 24 to 28 of Part B of this residential tenancy agreement, if the tenant is not present at the time specified in any notice for the inspection provided by the lessor, the tenant agrees that the lessor or the lessor's Property Manager or their employees may enter the premises.
Keys and Electronic Keys	2.29. Subject to the provisions of section 45 of the Act and clause 34 of Part B of this residential tenancy agreement, the lessor will supply to the tenant one set of Keys that enable access to the premises. 2.30. Should the tenant require an additional set(s) of the Keys or the existing set to be recoded (due to the fault of the tenant), then any cost associated with an additional set(s) or recoding will be borne by the tenant and must be paid for by the tenant prior to receiving the additional set(s) of the Keys. 2.31. Should the tenant lose possession of the Keys, then the tenant will be responsible for all costs and expenses associated with replacing the Keys, or gaining access to the premises. 2.32. The lessor will replace Keys and arrange for access to the premises arising from lost Keys only during normal business hours.
Granting of a Licence (Airbnb)	2.33. The tenant must not: <div>(a) grant any licence or right to reside or stay at the premises or any part of it to any person or entity as part of a commercial arrangement; or</div> <div>(b) advertise or list the premises on any internet or other site for a licence or right to reside or stay at the premises</div>

3. DEFAULT, INCLUDING WRONGFUL TERMINATION OF LEASE (i.e. "BREAK LEASE")

- 3.1 If the tenant:
- (a) terminates this lease, otherwise than in accordance with clause 37 of Part B of this residential tenancy agreement or the provisions of the Act, before the end of the tenancy period referred to in Part A (commonly known as a "break lease"); or

(b) the tenant otherwise breaches the lease and/or does not comply with the tenant's obligations under this lease,
- then the tenant is liable to pay any damages and losses to the lessor that the lessor suffers or will suffer as a result of the tenant's breach! The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

4. END OF TENANCY

Swimming Pool and Spa Equipment at the end of tenancy	4.1 If at the commencement of the lease the lessor provided pool chemicals to the tenant, then a comparable quantity of the same chemicals are to be provided by the tenant to the lessor at the end of the lease.
	4.2 The tenant must secure all portable pool cleaning equipment in a locked area on the premises at the end of the tenancy.
Movement of Chattels	4.3 The tenant must return all fixtures, furniture, chattels, household effects and all other items described in either the Property Condition Report or the attached Inventory to the original positions described in those documents.
Cleaning of Carpets	4.4 As part of the tenant's obligations under clause 18.6 of Part B of this Residential Tenancy Agreement, the tenant agrees upon vacation of the premises to have all carpets professionally cleaned (at the tenant's expense) and to supply to the Property Manager a receipt as evidence that the carpets have been cleaned.

Examples of the types of costs that might give rise to a need to make a break lease claim include, but are not limited to rent, advertising expenses associated with finding a new tenant and the unexpired portion of any leasing fee charged by the property manager to the lessor and also property maintenance such as lawn mowing and watering. These costs may be charged until a new tenant moves in or the original tenancy period expires. The lessor must endeavour to reasonably mitigate the lessor's damages and losses.

Redacted for confidentiality

5. DEFINITIONS AND INTERPRETATION

- 5.1 If any provision of this lease is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this lease will continue to be effective.
- 5.2 In this lease, unless otherwise required by the context or subject matter:
"Keys" means all keys and electronic keys that permit access to the premises, to common property associated with a strata lot, or to car bays associated with the premises.
"Inventory" means a list of the lessor's furniture contained in the premises at the commencement of the lease.
- 5.3 Any reference in this lease to the "lessor" doing anything shall mean and include it being done by the lessor's Property Manager.
- 5.4 Where either the tenant or the lessor comprise more than one person, the obligations to be performed in this lease are binding upon such two or more persons jointly and severally.

6. INFORMATION COLLECTION NOTICE PRIVACY ACT, 1988
AUSTRALIAN PRIVACY PRINCIPLE 5

The Lessor's property manager (whose contact details appear in Part A of this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act, 1988* and the Australian Privacy Principles. Personal information collected by the property manager through the management of the tenancy including, but not limited to the Property Condition Report is necessary to manage the tenancy. The personal information collected by the property manager in this residential tenancy agreement, in the Property Condition Report and during the period of the management of the tenancy is collected to be used in managing the tenancy, to enable the property manager to provide the services and benefits the subject of this agreement and to enable the property manager to conduct its business. The tenant, by signing this agreement, consents to that collection and use. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the property manager, the situations where the property manager is required to collect information by law, and any disclosure of information that may be made by the property manager overseas, can be obtained from the more detailed collection notice on the property manager's website. The property manager's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the property manager may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the property manager's privacy officer.

7. ANNEXURES

The attached annexures:

Part D - Special Conditions
Annexure 1 - Lot Layout and Floor Plans (where applicable)
Annexure 2 - Building Specifications (where applicable)
Annexure 3 - Lease Renewal - Option & Notice to Renew Option forms
Annexure 4 - Copy of the "Head Lease" and any/all granted Lease Extensions and Notice to Exercise lease extension forms
Form 1 - Notice of Termination
Form 2- Privacy Statement

form part of this Lease.

Initials

Redacted for confidentiality

INITIAL

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

ITEM 1 - Form 1AA - Part A - RENT

The rent payable under this lease is that of \$1.00 for the initial two (2) week period starting from the Commencement Date with no further payment of rent payable for the term of the lease or any exercised granted lease extension period thereof.

() Initial/s

ITEM 2 - ANIMALS AND PETS - with reference to Form 1AA, Part A, Page 4 "PETS" - the following applies to this lease agreement;

a) All Tenant's must ensure that;

- (i) all pets kept on the Tenant's Residential Premises do not make unreasonable amounts of noise; and
- (ii) no more than two pets per Tenancy are kept on the Residential Premises, unless specifically approved otherwise in writing by the Lessor and or subject to the Strata By-Laws & or Management Statement where the premises forms part of a strata scheme;
- (iii) they comply with all State and Local Government laws and regulations relating to pets so far as they apply to Residential Premises and Common Area.

() Initial/s

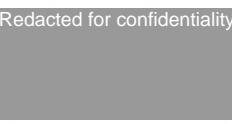
ITEM 3 - HEAD LEASE ACKNOWLEDGEMENT

The Lessee/s to this lease hereby acknowledge that they have been provided with a copy of the "Head Lease" and all lease extensions that have been granted by the Lessor and exercised by the Lessee under the Head Lease pertaining to this property and have been informed that where the Head Lease comes to an end, that this lease would also be at an end. As per Part D - Special Conditions to this lease, the Lessee/s of this lease has been granted the right to terminate this lease by providing the Lessor with 180 days notice in writing.

() Initial/s

ITEM 4 - PAYMENT OF UTILITIES

THE LESSEE ACKNOWLEDGES THAT THEY AGREE TO BE RESPONSIBLE FOR THE PAYMENT OF ALL UTILITIES IN RELATION TO THE PREMISES PERTAINING TO THIS LEASE AND THAT THE LESSEE UNDER THE "HEAD LEASE" IS NOT RESPONSIBLE FOR PAYMENT OF THE UTILITIES.

() INITIAL/S.

Redacted for confidentiality

INITIAL

Initials

This page is intentionally left blank but additional terms between tenant and lessor may be inserted and included in Part C by agreement between the parties. REIWA has not endorsed or approved the further additional terms.

NOT APPLICABLE

[A large, stylized blue handwritten 'X' is drawn across the page, indicating that the content is not applicable.]

Initials

Redacted for confidentiality

INITIAL

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

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the Corporations Act)

Tenant's Signature

Redacted for confidentiality

Date

20 / 12 / 2017

SIGN
HERE

SIGN
HERE

20 / 12 / 2017

/ /

/ /

CORPORATION:

Name of Corporation

ACN / ABN

Director

Director / Secretary

Executed by the Lessor (if a corporation, the Lessor executes this document pursuant to its constitution and the Corporations Act)

Lessor / Lessor's Agent Signature

Redacted for confidentiality

Date

20 / 12 / 2017

SIGN
HERE

/ /

CORPORATION:

Sterling Corporate Services Pty Ltd

Name of Corporation

158 361 507

ACN / ABN

Director

Director / Secretary

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C

(2) Relevant By-Laws pertaining to the strata complex, and

(3) Form 1AC

- have been received by the Tenant:

Redacted for confidentiality

Date 20 / 12 / 2017

Date / /

SIGN
HERE

Date 20 / 12 / 2017

Date / /

SIGN
HERE

(Signed by Tenants)

For information about your rights and obligations as a lessor or tenant, contact the Department of Commerce on 1300 30 40 54
or visit www.commerce.wa.gov.au/ConsumerProtection

Part D – Special Conditions

1. Definitions

1.1 Definitions

In these special conditions:

Act	means the <i>Residential Tenancies Act 1987</i> (WA).
Land	means the land on which the residential premises are situated.
Standard Term	means a provision of: <ul style="list-style-type: none">(a) the tenancy agreement in Part A;(b) the standard terms in Part B;(c) the additional terms in Part C, of this agreement.
Starting Date	means the date specified in the tenancy agreement as being the date on which the Term commences.
Strata Plan	means a 'strata plan' or a 'survey-strata plan' as defined in the <i>Strata Titles Act 1985</i> (WA).
Term	means the term of this agreement being a total of 40 years made up of an initial 5 year lease with 7 x 5 year options on the property commencing on the starting date and, subject to special condition 3, ending on the end date specified in the tenancy agreement.

2. Incorporation of Special Conditions

3. Term

Despite any provision to the contrary in this agreement, the Term will end on the earliest of:

- (a) where the resident is one person, the date of death of that person;
- (b) where the resident is more than one person, the date of death of the last survivor of the resident; and
- (c) the date on which the Term ends upon a lawful termination of this agreement either pursuant to this agreement or the Act.

4. Modification and supplementation of Standard Terms

4.1 Routine inspections

For the purpose of clause 24.2 in Part B, the number of routine inspections in a 12 month period is limited to two.

4.2 Termination by resident In addition to the grounds on which the resident may terminate the Term under this agreement and pursuant to the Act, the tenant may terminate this agreement by giving written notice to the lessor without specifying any ground for the notice.

- (a) The period of notice for termination of this agreement under special condition 4.2 must not be less than 180 days.
- (b) A notice of termination under special condition 4.2 must:
 - (i) be signed by the resident and identify the residential premises; and
 - (ii) specify the day on which the resident will deliver up possession of the residential premises.

5. Common Areas

5.1 Definition

In this special condition 5:

Common Area means the area or areas so depicted on the plan attached to this agreement.

Other User means each other person which occupies premises depicted on the plan annexed to this agreement and to which the lessor has granted rights similar to those conferred by this special condition 5.

5.2 **Resident right to use the Common Area**

The lessor grants to the resident for the Term the non-exclusive right to use the Common Area:

- (a) in common with each Other User; and
- (b) for the purpose for which the Common Area is intended by the lessor to be used.

5.3 **Resident 's obligation**

The resident must:

- (a) not intentionally or negligently cause or permit damage to the Common Area;
- (b) in conjunction with each Other User, keep the Common Area in a reasonable state of cleanliness;
- (c) co-operate with each Other User in the performance of the tenant's obligation under special condition 5.3(b); and
- (d) must not cause or allow to be caused injury to any person lawfully on the Common Area.

5.4 **Lessor's rights and obligations**

- (a) Subject to special condition 5.4(b), the lessor's obligations under this agreement concerning the maintenance and repair of the residential premises extend to the Common Area.
- (b) The lessor is not required to:
 - (i) negotiate with the resident or any Other User a day and a time for a proposed entry by the lessor onto the Common Area; and

Redacted for confidentiality

- (ii) give to the resident or any Other User notice of the lessor's intention to enter onto the Common Area.
- (c) The lessor's right under this agreement to enter and remain on the residential premises extend to the Common Area.

6. Subdivision

6.1 Strata subdivision

- (a) This special condition 7.1 applies if, at the date of this agreement, the Land has not been subdivided by a Strata Plan.
- (b) The lessor may subdivide the Land by Strata Plan so long as in doing so the lessor does not substantially and permanently reduce the resident's enjoyment of the residential premises.
- (c) The resident must promptly and at the lessor's cost co-operate with the lessor and do anything that the lessor reasonably requires (for example, execute documents) in connection with the lessor's exercise of the lessor's rights under this special condition 7.1. Without limiting the previous provisions of this special condition, the lessor may require the resident to:
 - (i) sign a consent to a subdivision; or
 - (ii) vary this agreement to give effect to a subdivision.
- (d) The resident appoints the lessor and its officers jointly and severally to be the attorney of the tenant to do anything and to execute any document to give effect to special condition 6.1(c). For these purposes, the lessor may do, execute and perform all things relative to the proposed subdivision as fully and effectually as the tenant could do. The resident must ratify and confirm all actions the attorney lawfully does.

I/We acknowledge that I/we have been given the opportunity to take independent legal and financial advice on this agreement and the risks associated with entering into it.



SILVERLINK

Information Memorandum



Silverlink Investment Company Limited
ACN 623 500 407



This information memorandum is dated 19 December 2017

Key contact details are as follows:

Silverlink Investment Company Limited		Mailing Address:	
19 Lyall Street		PO Box 478	
South Perth WA 6151		South Perth WA 6951	
Tel:	+61 8 6102 7265	Email:	Investors@sterlingfirst.com.au
Fax:	+61 8 6315 2690	Web:	www.sterlingfirst.com.au

Important Notice and Disclaimer

Issue of Information Memorandum

This Information Memorandum is issued by Silverlink Investment Company Limited ("SilverLink") and dated 19 December 2017. The Information Memorandum is being delivered to a restricted number of parties (Recipients or Recipient). By retaining this Information Memorandum, the Recipient acknowledges and represents to SilverLink that it has read, understood and accepted the terms of this Important Notice section. If the Recipient does not accept these terms, it must immediately return this Information Memorandum to SilverLink.

Purpose

The offer being made pursuant to this Information Memorandum is made solely to potential investors who either qualify as either or both a sophisticated and/or a professional investor or invest under the small offering provisions of the Corporations Act.

This Information Memorandum has been prepared solely for the purpose of providing a summary of the activities and plans of the business of SilverLink and may only be used for that purpose. The Information Memorandum does not purport to contain all the Information that a prospective investor may require.

This Information Memorandum is not intended to provide the sole or principal basis of any investment or credit decision or any other risk evaluation and may not be considered as a recommendation by SilverLink or any other person in connection with an investment in SilverLink. The purpose of this Information Memorandum is to provide Recipients with information relating to the business opportunity described in the Information Memorandum. Each Recipient must make its own independent assessment and investigation of the business opportunity and should not rely on any statement or the adequacy or accuracy of any information set out in this Information Memorandum. Any Recipient should determine its interest in acquiring securities in SilverLink on the basis of independent investigations that it considers necessary or desirable.

This Information Memorandum is not a prospectus and has not been, and will not be, lodged with the Australian Securities and Investments Commission. Any invitation to purchase or subscribe for the Redeemable Preference Shares of SilverLink ("Shares") will be an offer that does not need disclosure for the purposes of Section 708 of the Corporations Act 2001. By retaining this Information Memorandum, each Recipient represents to SilverLink that it is a sophisticated investor under Section 708(B) of the Corporations Act 2001 or a professional investor under Section 708(11) of the Corporations Act 2001 or both. If that is not the case and in the alternative, SilverLink may issue Shares to the Recipient in reliance on certain other categories in Section 708.

The Information Memorandum contains reference to certain intentions, expectations and plans of SilverLink. It is important that the Recipient recognises that those intentions, expectations and plans may or may not be achieved. They are based on certain assumptions that may not be met or on which views may differ. The performance and operations of SilverLink may be influenced by a number of factors, many of which are outside the control of SilverLink.

Confidentiality

By accepting this Information Memorandum, the Recipient acknowledges and agrees that:

- this Information Memorandum and all of the information contained in it is confidential and it will keep strictly confidential the Information Memorandum and all of such information, and all other information made available to the

Recipient in connection with it;

- neither the Information Memorandum nor any such information will be used, in whole or in part, by the Recipient or any of its officers, employees, servants or agents for any purpose other than deciding whether to investigate further a possible acquisition of Shares in SilverLink;
- it will not be reproduced, either in whole or part or in any part or parts, without the prior written consent of SilverLink;
- upon request this Information Memorandum will be returned promptly, together with any other material received in connection with it, to SilverLink without retaining any copies; and
- upon request it will enter into a separate confidentiality agreement undertaking substantially on these terms and conditions with SilverLink.

Exclusion of Liability

SilverLink does not accept any liability for any loss or damage suffered or incurred by the Recipient or any other person or entity however caused (including negligence) relating in any way to this Information Memorandum including, without limitation, the information contained in it, any errors or omissions however caused by the Recipient or any other person or entity placing any reliance on this Information Memorandum, its accuracy or reliability.

No representation or warranty is given (express or implied) by SilverLink and its respective directors, employees, agents and consultants as to the accuracy, reliability or completeness of the Information Memorandum and they shall have no liability (including liability to any person by reason of negligence or negligent misstatement) for any statements, opinions, information or matters (express or implied) arising out of, or contained in or derived from, or for any omissions from the Information Memorandum, except liability under statute that cannot be excluded.

Disclaimer by SilverLink

This Information Memorandum is presented for informative purposes only. It is not intended to be, and is not a prospectus. The information in this Information Memorandum may not be complete and may be changed, modified or amended at any time by SilverLink and is not intended to, and does not, constitute representations and warranties of SilverLink.

Cautionary Note Regarding Forward Looking Statements

All statements regarding SilverLink's expected financial position, business strategy, plans and prospects are forward looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Given the risks and uncertainties that may cause SilverLink's actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward looking statements in this Information Memorandum, undue reliance should not be placed on these statements. SilverLink does not warrant or represent that the actual results, performance or achievements will be as discussed in those statements.

Table of Contents

	Page
Section One – Executive Summary	3
Section Two – The Offer	5
Section Three – Investment Strategy	6
Section Four – Terms of Redeemable Preference Shares	7
Section Five – Applying for Shares	9
Application Form	

Section One

Executive Summary

Overview

- *Silverlink Investment Company Limited ("SilverLink") is a dedicated investment company*
- *Investment in SilverLink's Redeemable Preference Shares is exclusively reserved for Sterling New Life tenants ("SNL Tenants").*
- *Redemption of Redeemable Preference Shares can occur after termination of SNL Tenancy and is paid the earlier of a new SNL tenancy on that property or 180 Days*
- *Redemption amount equals original investment*
- *Ordinary shares are held by Sterling First (Aust) Limited*

Proposal

SilverLink is the dedicated investment company offered as an investment option for SNL Tenants.

An investment in the Redeemable Preference Shares is available only to SNL Tenants.

Redemption of the Redeemable Preference Shares can only be made on termination of the holders SNL Tenancy and will be paid the earlier of a new SNL Tenant taking up residence in the property or 180 days after termination.

No dividend is payable on the Redeemable Preference Shares.

Investment Strategy

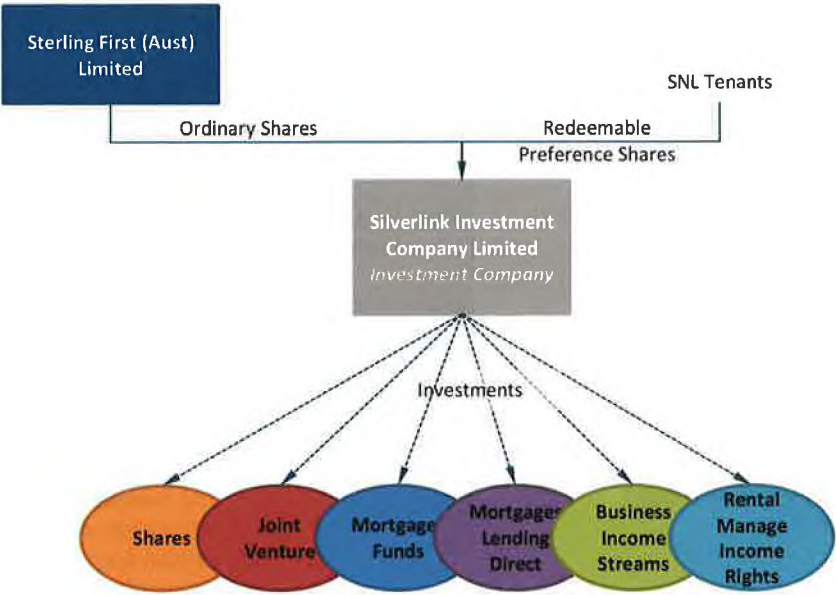
All funds invested in SilverLink by way of the Redeemable Preference Shares must be invested by SilverLink in accordance with the Investment Strategy as approved by the board of SilverLink from time to time.

SilverLinks investment strategy is to target secure high yielding investments including:

- Listed and some unlisted securities
- First Mortgage Secured lending
- Unlisted Mortgage Funds
- Rental Management Income Rights
- Property Development Joint Ventures
- Managed Investment Trusts
- Cash Deposits

Offer Size	No Limit. The offer is an open offer
Redeemable Preference Shares	
Price	\$1.00 per share
Preference Share Dividends	No dividend will be payable on a Redeemable Preference Share
Preference Share Terms	Redeemable Non Convertible Preference Share
Exclusivity	Investment in the Redeemable Preference Shares is only available to SNL Tenants
Redemption	<p>The Preference Share can be redeemed on termination of the shareholder's SNL Tenancy the earlier of:</p> <ol style="list-style-type: none"> 1 a new SNL tenant enters into possession of the premises; or 2 180 days.

SilverLink Structure



Section Two

The Offer

SilverLink	Silverlink Investment Company Limited (ACN 623 500 407)
Type	Public company limited by shares
Shares	Ordinary Shares: 100% held by Sterling First (Aust) Limited Redeemable Preference Shares: Redeemable, non convertible preference shares
Directors	<p>Pauline Gately: Independent Non-Executive Chair.</p> <p>An investment banking veteran with more than twenty years' experience, Pauline is currently Non-Executive Chairwoman of Singapore-listed Alliance Mineral Assets Ltd, a Perth-based (Australian public) mining company.</p> <p>Prior to joining Alliance, Pauline served as a senior consultant at one of Australia's leading economic consultancies. During her tenure in Asia from 1986 through 2000, Pauline was a Director of Merrill Lynch and Deutsche Bank in Hong Kong. As Head of Investment Strategy for the Asia Pacific Region, Pauline forecast macroeconomic conditions and investment prospects across nine East Asian countries.</p> <p>In the course of her work, Pauline has advised Asian, European and US institutions on a broad range of economic and financial issues of importance to institutional investors, industry and governments. She has led seminars on Asian Economics and Investment Strategy for institutions such as the Investment Arm of the Government of Singapore and World Economic Congress, and has written extensively on global economics and investment prospects. In this regard, she worked with personnel from the Hong Kong Government's economic think-tank prior to the Handover of Hong Kong in 1997 and, in 2006, served as a technical advisor to the Ministry of Finance of the People's Republic of China.</p> <p>A native of Scotland, Pauline earned an undergraduate honours degree in economics from Strathclyde University and a postgraduate diploma in accounting from Glasgow University. Pauline also sits on the Board of a local WA charity providing practical and emotional support to Western Australian families impacted by cancer.</p> <p>Blair Armstrong: Director. Blair has gained extensive real estate experience with both Jones Lang LaSalle and Australand in Perth and Melbourne. Blair oversees the Company's daily operations and logistics. He brings to Sterling the winning combination of big picture thinking coupled with strong implementation skills. Blair is also Chief Operating Officer of Sterling First (Aust) Limited.</p> <p>Gail Pavlovic: Director. Gail has been in the real estate and property development industry for the past 30 years in varying roles including administration, marketing, project management and directorships of private and public companies.</p>
	Redeemable Preference Shares
Price	\$1.00 per share
Pre Condition	Applicant must have entered into a SNL Tenancy agreement
Preference Share Dividends	No dividend is payable on the Redeemable Preference Shares
Preference Share Terms	Redeemable, Non Convertible Preference Shares
Redemption	<p>The Redeemable Preference Shares can be redeemed on termination of the holder's SNL Tenancy the earlier of:</p> <ol style="list-style-type: none"> 1 a new SNL tenant enters into residents of the premises; or 2 180 days.
Offer Times	Opens: 19 December 2017
Excluded Offer	<p>This Offer does not need disclosure for the purposes of Section 708 of the Corporations Act 2001. Applicants can apply for Shares in the Offer if an Applicant represents to SilverLink that it is a sophisticated investor under Section 708(8) or a professional investor under Section 708(11) or both, or if that is not the case and in the alternative, SilverLink may accept an application for Shares in reliance on certain other categories in Section 708.</p>

Section Three

Investment Strategy

Investment Strategy

SilverLink's investment strategy comprises a portfolio of approved high-yielding investments in order to target an Absolute Return. The Company's Absolute Return strategy seeks to achieve a targeted positive return through an actively managed portfolio of rental income rights; investments in mortgage-lending, property investment, liquid monetary instruments and equities; and cash.

SilverLink employs an investment approach which is not related to published benchmarks or an investment style, such as growth, value, discounted cash flow. Instead, SilverLink's focus is capital preservation and growth.

The investment mix between asset classes will vary according to investment opportunities and market/economic conditions. The Investment Committee will monitor and approve key investment decisions regarding the composition and weight of investments within the SilverLink portfolio to achieve the Company's investment objectives.

Approved investment categories include:

- Rental Management Income Rights
- First Mortgage Secured lending
- Unlisted Mortgage Funds
- Property Development Joint Ventures
- Managed Investment Trusts
- Liquid Investments (Equities, Money Market instruments and Deposits)

Rental Management Income Rights: Investment in rental management income rights provides SilverLink with a share of the cash flow earned from professional property manager, Rental Management Australia's (RMA), management of close to 3,000 residential (and a few commercial) properties in Western Australia, Victoria and Queensland.

Under rental management agreements between RMA and individual landlords, RMA earns income and fees for providing management services including: the collection of rent; management of properties; and other related services. SilverLink does not have any direct contractual relationship with landlords nor does it manage their properties but invests in some of the income streams generated by RMA under its property management agreements.

Investment in RMA's Rental Management Income is a cash-based investment in a future income stream. It is a relatively low-risk investment given the contractual

obligations and notice periods involved in rental management agreements.

First Mortgage Secured Lending: SilverLink invests in mortgage-based lending by advancing funds on a wholesale basis to a licenced mortgage manager, who in turn advances funds to borrowers acquiring properties leased to a Sterling New Life tenant. Like mortgages advanced by any of the big banks, maximum lending ratios will not exceed 80% of the value of any property. As Sterling New Life tenants are long term occupants, this mortgage investment should also be low-risk.

Unlisted Mortgage Funds: SilverLink may also selectively invest in professionally managed third party mortgage trusts, where forecast yield satisfies the Company's investment objectives. In such instances, The Investment Committee reviews and approves investments to ensure the risk profile is in keeping with SilverLink's capital preservation and absolute return imperatives.

Property Development Joint Ventures: SilverLink may also participate in projects undertaken by accredited developers and specifically designed to generate suitable housing for Sterling New Life tenants. Direct investment of this sort not only provides much needed stock for Sterling New Life tenants but also has the ability to generate handsome returns for SilverLink.

Managed Investment Trusts: Like SilverLink's mortgage-based investments, the Company may also invest in registered managed investment trusts where forecast yield satisfies the Company's investment objectives and meets with Investment Committee approval.

Liquid Investments (Equities, Money Market Instruments and Cash): SilverLink will invest a portion of its investment portfolio (10 to 15%) in high-yielding listed equities, short-term money market instruments and cash to provide the Company with a liquid pool of assets at all times. Any cash on deposit will be with an Australian Bank. This conservative approach is a key constituent of SilverLink's investment approach.

Changes to Investment Strategy

The Investment Strategy outlined above is expected to be implemented by the Investment Committee. While no material changes to the Investment Strategy are presently contemplated, if there are changes, these changes would be made with the approval of the Investment Committee and Board. SilverLink will notify Shareholders via its website of any material changes to the Company's Investment Strategy.

Section Four

Terms of Redeemable Preference Shares

Terms and Conditions of SilverLink Redeemable Preference Shares

1 Definitions:

In these terms and conditions:

- a Company means Silverlink Investment Company Limited ACN 623 500 407.
 - b Eligible Holder means a holder of Redeemable Preference Shares who has entered into a SNL the term of which has not ended;
 - c SNL means a Sterling New Life Tenancy Agreement entered into by the holder on or about the date of issue of the Redeemable Preference Share to the holder
- 2 (Redeemable Preference Shares) Each Redeemable Preference Share is a fully paid preference share in the capital of the Company issued by the Company in accordance with these terms and conditions.
- 3 (Face value) The face value of each Redeemable Preference Share is A\$1.00 (Face Value).
- 4 (Dividend) No dividend will be payable on a Redeemable Preference Share.
- 5 (Voting rights) A Redeemable Preference Share entitles the holder to vote (on a show of hands to one vote, and on a poll, to one vote for each Redeemable Preference Share held) at a general meeting of holders of fully paid ordinary shares (Shares) in the capital of the Company. (Shareholders) if that the matter to be decided is a proposal for the winding up of the Company, the sale or disposal of the Company's main undertaking, or which affects the rights attached to the Redeemable Preference Shares.
- 6 (Redemption) A Redeemable Preference Share can be redeemed by the Company, at the holder's election if the holder's SNL is terminated and the holder vacates the premises the subject of the SNL, on the earlier of the date another tenant enters into possession of the premises and 180 days, subject to and provided that the Redemption Amount is able to be paid by the Company (as advised by the Company to the holder):
- a out of the profits or proceeds of a new issue of Redeemable Preference Shares made for the purpose of the redemption; or
 - b under the terms of a share buy back or capital reduction conducted in accordance with the Corporations Act 2001 (Cth) (Corporations Act).
- 7 (Redemption notice) To redeem a Redeemable Preference Share, the holder or a person authorised by the holder to act on behalf of the holder must first issue an irrevocable written notice to the Company stating that all of the Redeemable Preference Shares held by the holder must be redeemed by the Holder (Holder Notice). Within 5 Business Days of receipt of the Holder Notice, the Company must issue a written notice to the holder (Notice) that states:
- a the date of the redemption which must not be more than 180 days after the Notice is given (Redemption Date);
 - b the amount payable by the Company to the holder being the sums paid up on such Redeemable Preference Share (Redemption Amount);
 - c whether there are any conditions for the redemption, such conditions as determined by the Company at its sole discretion.
- 8 (Payment of Redemption Amount) Subject to the Corporations Act, on the Redemption Date, the Company shall pay the Redemption Amount to the holder and redeem each Redeemable Preference Share identified in the Notice. Upon redemption, each Redeemable Preference Share shall be cancelled.
- 9 (Priority) A Redeemable Preference Share will rank in priority to Shares, and will rank equally with other Redeemable Preference Shares on the same terms, in respect of payment of dividends and will be cumulative.
- 10 (Rights on winding up) In a winding up of the Company, a Redeemable Preference Share shall confer on the holder the right to repayment in cash of the Face Value and any arrears of Dividends in respect of that Redeemable Preference Share out of the surplus (if any) available for distribution to shareholders in priority to any repayment of capital in respect of a Share, and equally as between

- other Redeemable Preference Shares (pro rata if insufficient funds are available), but otherwise a Redeemable Preference Share does not confer on the holder any further right to participate in the surplus assets of the Company in a winding up.
- 11 (No Security): Each Redeemable Preference Share is unsecured.
 - 12 (Issue of new Redeemable Preference Shares) An issue of new Redeemable Preference Shares, whether of the same class or a different class, or other securities during the currency of the Redeemable Preference Share does not vary the rights of the Redeemable Preference Share.
 - 13 (Taxes and withholding) The Company may deduct from any amount payable the amount of any withholding or other tax, duty or levy required by law or government authority to be deducted in respect of that amount, and shall pay the deducted amount within the time allowed for that payment.
 - 14 (Transferability) A Redeemable Preference Share is not transferable.
 - 15 (Convertibility) A Redeemable Preference Share is not convertible into Shares or any other security.
 - 16 (Participation in entitlement and bonus issues) A Redeemable Preference Shareholder is not entitled to participate (in respect of their Redeemable Preference Shares) in new issues of capital offered to holders of Shares (or other classes of shares), such as bonus issues and entitlement issues.
 - 17 (General meetings) A Redeemable Preference Share shall confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders and to attend general meetings of Shareholders.
 - 18 (Constitution): The constitution of the Company (Constitution) applies to each holder of a Redeemable Preference Share and to each Redeemable Preference Share provided that, where these terms conflict with the terms of the Constitution, these terms prevail as between the Company and each holder.
 - 19 (Corporations Act) If the Company is at any time obliged to comply with the Corporations Act, and any provision of these terms is or becomes inconsistent with the Corporations Act, these terms are deemed to be amended to the extent of the inconsistency.
 - 20 (Method of payment) Monies payable by the Company to a holder in respect of a Redeemable Preference Share shall be paid, by cheque or direct debit, to the holder appearing in the register of holders maintained by the Company or its registry as at the close of business on the relevant payment date.
 - 21 (Rounding) Calculations of amounts payable in respect of a Redeemable Preference Share will be rounded to four decimal places, and for the purposes of making a payment in respect of a holder's aggregate holding of Redeemable Preference Shares, any fraction of a cent will be disregarded.
 - 22 (Governing law) These terms and conditions shall be governed by and construed in accordance with the laws of Western Australia.
 - 23 (No other rights) A Redeemable Preference Share does not give the holder any rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms and conditions.

Section Five

Applying for Shares

EFT Banking details

Acquisition price of the shares should be paid for by EFT to the following application account -

EFT Payment Details

Account Name: Silverlink Investment Company Limited
Application Account

Bank: CBA

BSB: Redacted for confidentiality

Account No: 

*Application For Shares***DO YOU QUALIFY AS A SOPHISTICATED OR EXCLUDED INVESTOR?**

If you satisfy one of the following criterion, then you can apply for shares in SilverLink by completing the attached Application Form.

- 1 The amount payable for the Shares to be issued by SilverLink pursuant to the application is greater than \$500,000.
- 2 Where the amount payable for any Shares to be issued by SilverLink pursuant to this application is less than \$500,000, the applicant must satisfy one of the requirements in (a),(b) (c) or (d) below:
 - a warrants to SilverLink that the applicant is a "Professional Investor" as that term is defined in the Corporations Act; OR
 - b attaches an original certificate in the form of Annexure "B" given by a qualified accountant no more than six months before the date of this application, certifying that the applicant:
 - i. has net assets of at least \$2.5 million; or
 - ii. has a gross income for each of the last two financial years of at least \$250,000 per year;

OR

- c warrants that the offer of Shares was received through a financial services licensee in accordance with Section 708(10) of the Corporations Act. (If this category applies, SilverLink will require certain matters to be certified by the financial services licensee before the application is accepted and any issue of Shares is made); OR
- d none of the above (a), (b), or (c) apply. If none of the above applies, SilverLink will need to determine if you fall under any of the other categories in Section 708 of the Corporations Act.

If you do qualify under one of the exemptions above, please also complete the Certificate over the page.

CERTIFICATE
PURSUANT TO SECTION 708(8)(C) OF THE CORPORATIONS ACT

I, _____

am a “qualified accountant” for the purposes of Section 708(8)(c) of the Corporations Act, being a member of the following professional body:

_____ (“Body”)

and am subject to and in compliance with the Body’s continuing professional development requirements.

I CERTIFY that the following investor has net assets of at least \$2.5 million or has a gross income for each of the last two (2) financial years* specified below of at least A\$250,000 a year.

Name of investor: _____

The last two financial years for which this certificate applies are 30 June 2016 and 30 June 2017.

Signed: _____

Print Name: _____

Date: _____

as defined in the Income Tax Assessment Act 1997

NOTE: This Certificate is confidential and may only be provided to the individual, SilverLink seeking to rely upon Section 708(8)(c), any employer of the individual and the Australian Securities & Investments Commission or their duly appointed agents.

Application Form

Silverlink Investment Company Limited

(ACN 610 352 826)

PLEASE READ CAREFULLY ALL INSTRUCTIONS ON THE REVERSE OF THIS FORM

Before completing this Application Form you should read the accompanying Information Memorandum in its entirety and the instructions overleaf. Please print in BLOCK LETTERS using BLACK ink.

SilverLink Investor Number (for existing Shareholders)

If you are an existing shareholder and there has been no changes in your details since your last application, then you only need to insert your SilverLink Investor Number (found on your current Holding Statement) and the amount you wish to invest.

I/We apply for-

A\$ 250,250 Redeemable Preference Shares @ \$1.00 per share

Full Name of Applicant / Company

Title (e.g.: Dr, Mrs) Given Name(s) and Surname or Company Name

Redacted for confidentiality

Joint Applicant #2

Title (e.g.: Dr, Mrs) Given Name(s) and Surname or Company Name

Redacted for confidentiality

Joint Applicant #3

Title (e.g.: Dr, Mrs) Given Name(s) and Surname or Company Name

Account Designation (e.g.: THE SMITH SUPER FUND A/C)

< >

NEW APPLICANTS OR EXISTING SHAREHOLDERS WHOSE DETAILS HAVE CHANGED, PLEASE ENTER YOUR ADDRESS DETAILS HERE:

Postal Address

Unit	Street Number	Street Name or PO Box
	Redacted for confidentiality	Redacted for confidentiality

Suburb/Town	State	Post Code
Redacted for confidentiality	WA	Redacted for confidentiality

Country
AUS/ALIA

Contact Name	Contact Number
Redacted for confidentiality	() Redacted for confidentiality

Email Address
Redacted for confidentiality

Please pay dividend proceeds to the following bank account:

Bank	Bank Branch
Redacted for confidentiality	Redacted for confidentiality

BSB	Account Number	Account Name
Redacted for confidentiality	Redacted for confidentiality	Redacted for confidentiality

Tax File Number (TFN) or Australian Business Number (ABN):

Redacted for confidentiality

Authorised Signature	Authorised Signature
Redacted for confidentiality	Redacted for confidentiality

Date
20/12/17

This Application Form should be read in conjunction with the Information Memorandum dated 19 December 2017 which contains important information about SilverLink and should not be passed on separately from the Information Memorandum. A person who gives another person access to this Application Form must give that person access to the Information Memorandum at the same time and by the same means.

This Application Form relates to the sale of Shares in Silverlink Investment Company Limited pursuant to the Information Memorandum dated 19 December 2017.

TRANSACTION FORMS

Please complete all parts of the Application Form in BLOCK LETTERS using BLACK INK.

Insert the number of Shares you wish to acquire for. The acquisition must be for a minimum of 10,000 Shares (\$2,000) thereafter in multiples of 2,500 Shares (\$500). The applicant(s) agree(s) upon and subject to the terms of the Information Memorandum to take any number of Shares equal to or less than the number of Shares indicated on the Application Form that may be allotted to the applicants pursuant to the Information Memorandum and declare(s) that all details of statements made are complete and accurate.

Purchasers agree to be bound upon acceptance by SilverLink of the transaction.

Please provide us with a telephone contact number (including the person responsible in the case of an application by a company) so that we can contact you promptly if there is a query in your Application Form. If your Application Form is not completed correctly, it may still be treated as valid. SilverLink's decision as to whether to treat your application as valid, and how to construe, amend or complete it shall be final.

LODGING OF FORMS

Completed Application Forms must be:

Delivered to:

Sterling First
19 Lyall Street
South Perth WA 6151
Tel: +61 8 6102 7265
Fax: +61 8 6315 2690

Posted to:

Sterling First:
PO Box 478
South Perth, WA 6951
Email: investors@sterlingfirst.com.au

EFT Payment Details

Account Name: Silverlink Investment Company Limited Application Account
Bank: CBA
BSB: 066 128
Account No: XXXX XXXX

TAX FILE NUMBERS

The collection of tax file number ("TFN") information is authorised and the tax laws and the Privacy Act strictly regulate its use and disclosure. Please note that it is not against the law not to provide your TFN or claim an exemption, however, if you do not provide your TFN or claim an exemption, you should be aware that tax will be taken out of any unfranked dividend distribution at the maximum tax rate.

If you are completing the form with one or more joint purchasers, and you do not wish to disclose your TFN or claim an exemption, a separate form may be obtained from the Australian Taxation Office to be used by you to provide this information to the Company. Certain persons are exempt from providing a TFN. For further information, please contact your taxation adviser or any Taxation Office.

CORRECT FORM OF REGISTRABLE TITLE

Note that only legal entities are allowed to hold securities. Forms must be in the name(s) of a natural person(s), companies or other legal entities acceptable to SilverLink. At least one full given name and the surname are required for each natural person. The name of the beneficiary or any other non-registrable name may be included by way of an account designation.

Declaration and Acknowledgment

By completing this Application Form and providing the amount subscribed, I/we declare that:

- I/we have personally received (or accessed an electronic copy) and read and understood the Information Memorandum to which this form applies and agree to the Offer contained in it and to be bound by the terms of the Constitution of SilverLink.
- The details inserted on the Y Form are complete and accurate.
- I/We are 18 years of age or older.
- If investing as trustee, on behalf of a superannuation fund or trust I/we confirm that I/we am/are acting in accordance with my/our designated powers and authority under the trust deed. In the case of a superannuation fund, I/we also confirm that it is a complying fund under the Superannuation Industry (Supervision) Act.

Further, by completing and lodging this Application Form, I/we acknowledge:

- Once the Application Form has been received by SilverLink, it cannot be withdrawn.
- SilverLink may accept or reject the Application Form in whole or in part, and the SilverLink has discretion to issue or transfer Shares as it sees fit under the terms of the Offer.
- Receiving the Privacy Act collection statement printed below.
- I/we have had the opportunity to seek independent professional advice regarding the legal, tax and financial implications of subscribing to the SilverLink, and acknowledge that the information contained in the Information Memorandum is not investment advice or a recommendation that the shares are suitable having regard to the applicants investment objectives, financial situation or particular needs.
- That authorised investment advisors and stockbrokers are entitled to receive commission.

Declaration and Statements:

- 1 I/We declare that all details and statements made by me/us are complete and accurate.
- 2 I/We agree to be bound by the Terms & Conditions set out in the Information Memorandum and by the Constitution of SilverLink.
- 3 I/We authorise SilverLink to complete and execute any documentation necessary to effect the issue of Shares to me/us.
- 4 I/We have received personally a copy of the Information Memorandum accompanied by or attached to this Application Form, or a copy of the Application Form or a direct derivative of the Application Form before applying for the Shares.
- 5 I/We acknowledge that SilverLink will send me/us a paper copy of the Information Memorandum free of charge if I/we request so during the currency of the Information Memorandum.
- 6 I/We acknowledge that returning the Application Form with the application monies will constitute my/our offer to subscribe for Shares in SilverLink and that no notice of acceptance of the application will be provided.

PRIVACY STATEMENT: SilverLink is collecting the information in the Application Form for the primary purpose of issuing Shares in SilverLink. The information will also be used to forward to you periodic information relating to your Investment in SilverLink and from time to time provide to you information of a generic or marketing nature relating to SilverLink. This information will not be made available to any third party, other than as required by law and to service providers for permitted related purposes (for example, auditors, consultants and advisers) for the purpose of administering the investment. By executing this Application Form, you provide your consent to SilverLink to disclose your information to such service providers and to use your information for the purposes referred to above. If you wish to request access to your information or if you have any complaint in relation to the manner in which SilverLink has handled your information, please contact us.



SILVER**LINK**



Sterling New Life - Silver Link Settlement Summary

Redacted for confidentiality		
Redacted for confidentiality WA Redacted		
Investment Amount Breakdown		
SNL - Commencement Date		12/01/2018
SNL - Investment Amount	Silver Link Preference Shares	\$ 250,250
Less; Silver Link Investment Sum Contribution		\$ 20,000
Net Investment Sum Payable by Lessee		\$ 230,250
Sterling New Life - Settlement Payments		
Sterling Corporate Services Pty Ltd (Investment Sum)		\$ 230,250
Bank Account details;		
Name: Sterling Corporate Services Pty Ltd		
Bank: Redacted		
Branch: Redacted for confidentiality		
BSB: Redacted for confidentiality		
Account Number: Redacted for confidentiality		
Redacted for confidentiality		