



**Part 1 Lease Details**

<b>Item 1:</b>	<b>LESSOR</b>
	JJ Attwood Trustee Under Instrument 717257546 C/- Vision Real Estate Moranbah
	<b>ADDRESS FOR SERVICE FOR THE LESSOR</b>
	Street Address 61 Town Square Avenue
	Moranbah QLD Postcode 4744
	Postal Address PO Box 770
	Moranbah QLD Postcode 4744
	Telephone number (07) 4941 8898 Facsimile Number:
	Email address vikki@visionrealestatemoranbah.com.au
<b>Item 2:</b>	<b>LESSEE</b>
	The State of Queensland (represented by the Department of Education)
	<b>ADDRESS FOR SERVICE FOR THE LESSEE</b>
	Street Address Level 19, AM60, 42-60 Albert Street
	BRISBANE QLD Postcode 4000
	Postal Address PO Box 15033
	CITY EAST QLD Postcode 4002
	Telephone number 07 303 46015 Facsimile Number N/A
	Email address <a href="mailto:ISB.TenancyLeasing@ged.qld.gov.au">ISB.TenancyLeasing@ged.qld.gov.au</a>
<b>Item 3:</b>	<b>LESSOR'S AGENT</b>
	Vision Real Estate Moranbah
	<b>ADDRESS FOR SERVICE FOR THE AGENT</b>
	Street Address 61 Town Square Avenue
	Moranbah QLD Postcode 4744
	Postal Address PO Box 770
	Moranbah QLD Postcode 4744
	Telephone number (07) 4941 8898 Facsimile Number:
	Email address vikki@visionrealestatemoranbah.com.au
<b>Item 4:</b>	<b>LESSEE'S LOCAL REPRESENTATIVE – see clause 30</b>
	Dysart State High School Attn: Cheryl Perry; Sharon Bradford
	<b>ADDRESS FOR SERVICE FOR THE LESSEE'S LOCAL REPRESENTATIVE</b>
	Street Address 25 Edgerley Street
	Dysart QLD Postcode 4745
	Postal Address PO Box 186
	Dysart QLD Postcode 4745
	Telephone number (07) 4941 188 Facsimile Number: (07) 4941 1800
	Email address <a href="mailto:dysartilac@dysartss.eq.edu.au">dysartilac@dysartss.eq.edu.au</a> ; <a href="mailto:cperr86@eq.edu.au">cperr86@eq.edu.au</a> ; <a href="mailto:sbrad255@eq.edu.au">sbrad255@eq.edu.au</a> ;
<b>Item 5:</b>	<b>NOTICE</b>
	By delivery, post, facsimile or email
<b>Item 6:</b>	<b>ADDRESS AND DESCRIPTION OF THE PREMISES</b>
	Street Address 6 Talbot Court
	Dysart QLD Postcode: 4745
	Real Property Description: Lot 34 Crown Plan D111246 Title Reference: 50281168

Item 7:	<b>INCLUDED ITEMS/EXCLUDED ITEMS</b>		
	Insert 'NIL' or complete the details in Schedule A	NIL	
Item 8:	<b>TERM</b>		
	Commencement Date 21 / 12 / 2022	Expiry Date 31 / 03 / 2024	
Item 9:	<b>RENT</b>	a month: \$1,694.64	
Item 10:	<b>PAYMENT OF RENT</b>	First day of each month	
Item 11:	<b>METHOD OF RENT PAYMENT</b>	Electronic funds transfer	
Item 12:	<b>SOLAR PANELS</b>		
	Are there solar panels installed? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No		
Item 13:	<b>IF THESE SERVICES ARE SUPPLIED TO THE PREMISES IS THE LESSEE TO PAY? Write 'YES' or 'NO' or 'N/A'</b>		
	(a) electricity: Yes	(b) gas: Yes	(c) telephone: Yes
	(d) internet: Yes	(e) pay TV: Yes	(f) any other service that Lessee must pay: Excess Water Consumption Charges – Refer to Schedule B
Item 14:	<b>APPORTIONMENT OF SERVICES NOT SEPARATELY METERED AND TO BE SEPARATELY INVOICED BY LESSOR</b>		
	(a) electricity: N/A	(b) gas: N/A	(c) telephone: N/A
	(d) internet: N/A	(e) pay TV N/A	(f) for any other service stated in Item 13: N/A
Item 15:	<b>PAYMENT OF SERVICES NOT SEPARATELY METERED AND TO BE SEPARATELY INVOICED BY LESSOR</b>		
	Insert when payment is due (e.g. 30 days after invoice is provided to the lessee)		
	(a) electricity: N/A	(b) gas: N/A	(c) telephone: N/A
	(d) internet: N/A	(e) pay TV: N/A	(f) for any other service stated in Item 13: N/A
Item 16:	<b>MAXIMUM NUMBER OF PERSONS ALLOWED TO RESIDE AT THE PREMISES</b>		
	3 insert number		
Item 17:	<b>BODY CORPORATE BY-LAWS</b>		
	Are there any body corporate by-laws applicable to the occupation of the premises by a Lessee? <input checked="" type="checkbox"/> No or <input type="checkbox"/> Yes		
Item 18:	<b>PETS</b>		
	Applications for Pets will be considered by the Lessor in accordance with clause 19.		
Item 19:	<b>NOMINATED REPAIRERS FOR EMERGENCY REPAIRS</b> Insert name and telephone number for each repairer		
	(a) Electrical Repairs	Vision Real Estate Moranbah	Telephone/s 0411 372 680
	(b) Plumbing Repairs	Vision Real Estate Moranbah	Telephone/s 0411 372 680
	(c) Other	Vision Real Estate Moranbah	Telephone/s 0411 372 680
	<b>NOMINATED REPAIRERS FOR ROUTINE REPAIRS</b> Insert name and telephone number for each repairer		
	(a) Electrical Repairs	Vision Real Estate Moranbah	Telephone/s 0411 372 680
	(b) Plumbing Repairs	Vision Real Estate Moranbah	Telephone/s 0411 372 680
	(c) Other	Vision Real Estate Moranbah	Telephone/s 0411 372 680

## Part 2 Standard Terms

The Lessor grants and the Lessee accepts a lease of the Premises for the Term on the terms and conditions specified in this Lease.

### 1. Interpretation and Definitions

1.1 In this Lease, the following definitions will apply:

**Air Conditioning Equipment** means the plant, electrical installations, ductwork and diffusers used for the manufacture and reticulation of conditioned air throughout the Premises and includes all mechanical ventilation;

**BCCM Act** means the *Body Corporate and Community Management Act 1997*;

**Building** means the building in which the Premises are located;

**Business Day** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Queensland;

**By-laws** has the meaning given in the BCCM Act;

**Claims** mean actions, claims, demands, losses, damages, costs and expenses;

**Commencement Date** means that date referred to in Item 8;

**Common Areas** means all those parts of the Building, not leased or intended to be leased to any lessee, which may from time to time be set aside by the Lessor, or be available for use by the lessees of the Building, their employees, agents, licensees and invitees including, for example, the foyers, walkways, passageways, staircases, escalators, ramps and lifts, service roads, loading bays, forecourts and toilets;

**Community Titles Scheme** has the meaning given in the BCCM Act;

**Condition Report** means a report in the same form as a condition report under the *RTRA Act*;

**Disaster** has the meaning given in the *Disaster Management Act 2003*;

**Emergency Repairs** are works needed to repair any of the following:

- (a) a burst water service or serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the Premises;

- (i) a failure or breakdown of an essential service or appliance on the Premises for hot water, cooking or heating;
- (j) a fault or damage that makes the Premises unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the Premises;
- (l) a serious fault in a staircase, lift or other common area of the Premises that unduly inconveniences a resident in gaining access to, or using, the Premises;

**Excluded Items** means those items, if any, specified in Schedule A;

**Expiry Date** means the date specified in Item 8;

**Fire Equipment** includes all stop-cocks, hydrants, fire hoses, fire alarms, fire sprinklers and other fire prevention, extinguishing and detection equipment in the Premises;

**GST** has the meaning given in the GST Act;

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Included Items** means those items, if any, which belong to the Lessor and are specified in Schedule A;

**Item** means the item number specified in the tenancy details in Part 1 of this Lease;

**Land** means the land described in Item 6;

**Lease** means this document together with all Schedules to this document;

**Lease Year** means each separate year of the Term of this Lease, the first Lease Year commencing on the Commencement Date;

**Lessee** means the lessee referred to in Item 2 together with its successors and permitted assigns and unless inconsistent with the subject matter or context, includes the Lessee's employees, agents and contractors and all persons for the time being authorised by the Lessee;

**Lessee's Local Representative** means the person specified in Item 4;

**Lessee's Property** means all the furnishings, chattels and other property in, or on the Premises, which belong to the Lessee;

**Lessor** means the lessor referred to in Item 1 together with its successors and permitted assigns and unless inconsistent with the subject matter or context, includes the Lessor's employees, agents and contractors and all persons for the time being authorised by the Lessor;

**Lessor's Agent** means the person specified in Item 3;

**Nominated Repairer** means the person specified in Item 19;

**Outgoings** mean all expenses and outgoings in respect of the Premises under the following heads of expenditure:

- (a) rates, charges and other levies payable to the local authority in whose area the Premises are located, including rates and charges for the provision of

sewerage and drainage services and the provision of garbage and trade waste disposal services;

- (b) rates and charges payable to any local or other authority responsible for the provision or reticulation of water in respect of the Premises;
- (c) levies, contributions and other amounts payable to any local or other authority for or on account of fire protection services;
- (d) body corporate levies;
- (e) land tax;
- (f) all rates, taxes, charges, assessments, outgoings and impositions (whether parliamentary municipal or otherwise and whether assessed charged or imposed by or under Commonwealth or State law, or by Commonwealth, State or local authorities and whether on a capital, revenue value, or any other basis and even though of a novel character) that are assessed, charged, or imposed in respect of the Premises;
- (g) Water Consumption Charges; and
- (h) cleaning of the Common Areas;

**Permitted Use** means the use specified in clause 4;

**Pet** has the meaning given in the *RTRA Act*;

**Pet Application Form** means the form published by the Residential Tenancies Authority from time to time;

**Pipes** means all pipes, sewers, drains, mains, conduits, ducts, gutters, water courses, wires, cables, channels, flues and all other conducting media and including any fixings, louvres, cowls and any ancillary apparatus;

**Premises** means those premises described in Item 6 including:

- (a) all of the Lessor's fixtures and fittings of every kind which from time to time are in or upon the Premises (whether originally fixed or fastened to or upon the Premises or otherwise) except any fixtures installed by the Lessee that can be removed from the Premises without defacing the Premises;
- (b) all Pipes that are in or on and that exclusively serve the Premises; and
- (c) any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the Premises,

but does not include the Excluded Items;

**Rent** means that sum referred to in Item 9;

**Routine Repairs** means all repairs that are not Emergency Repairs;

**RTRA Act** means the *Residential Tenancies and Rooming Accommodation Act 2008*;

**RTRA Regulation** means the *Residential Tenancies and Rooming Accommodation Regulation 2009*;

**Service Charges** means the charges for those services specified in Item 13;

**Structural Repairs** include:

- (a) the replacement of any external, or internal load bearing structures essential to the stability or strength of the improvements located on the Premises, including foundations, columns, walls, floors and beams;
- (b) all replacements necessary to keep the improvements located on the Premises structurally sound and in a weatherproof condition; and
- (c) the replacement of the Air Conditioning Equipment, or Fire Equipment;

**Sublease** means the tenancy agreement between the Lessee and the Subtenant.

**Subtenant** means the person subletting the Premises as a residence from the Lessee.

**Supply** has the meaning given in the GST Act;

**Tax Invoice** has the meaning given in the GST Act;

**Term** means that period referred to in Item 8; and

**Water Consumption Charge** does not include the fixed amount of a water service charge but means the variable part of a water service charge which is assessed on the volume of water supplied to the Premises.

## 1.2 In this Lease:

- (a) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (b) all monetary amounts refer to Australian currency;
- (c) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (d) a reference to an individual or person includes a corporation or other legal entity;
- (e) a reference to a clause or schedule means a clause or schedule to this Lease;
- (f) the headings are included for convenience of reference only and are not intended to affect the meaning of this Lease;
- (g) if an expression is defined, other grammatical forms of that expression will have corresponding meanings;
- (h) a reference to days or months means calendar days or months;
- (i) if the day on which any act or thing is to be done under this Lease is a Saturday, Sunday or public holiday in the place where the act or thing is to be done, the act or thing may be done on the next Business Day in that place;
- (j) if any conflict arises between the clauses in this Lease and the contents of any schedule, the clauses prevail; and
- (k) an obligation on the part of two or more persons binds them jointly and each of them individually.

## 1.3 If a government department, agency, or statutory authority mentioned in this Lease:

- (a) ceases to exist; or
- (b) is reconstituted, renamed or replaced,

and its powers or functions are transferred to another government department, agency, or statutory authority, a reference to the government department, agency, or statutory authority will include that other government department, agency, or statutory authority.

- 1.4 In the absence of any provision to the contrary, references to the Premises, include any part of the Premises.
- 1.5 References to the 'consent of the Lessor', or words of similar effect, mean a consent signed by, or on behalf of the Lessor. References to 'approved' and 'authorised' or words of similar effect, mean approved or authorised by, or on behalf of the Lessor.
- 1.6 The consent of the Lessor may also require the consent of the body corporate where the Premises form part of a Community Titles Scheme.

## 2. Condition Report at Commencement Date

- 2.1 The Lessee acknowledges that it has:
  - (a) received a Condition Report from the Lessor;
  - (b) made any necessary amendments to the Condition Report and signed it; and
  - (c) returned a signed copy of the Condition Report to the Lessor,prior to the Commencement Date.

## 3. Body Corporate By-laws

- 3.1 If the Premises form part of a Community Titles Scheme, the Lessee acknowledges that it has received a copy of the By-laws prior to the Commencement Date.
- 3.2 The Lessor must provide the Lessee with a copy of all amendments to the By-laws as soon as practicable after those amendments come into force.
- 3.3 The Lessee must comply with the By-laws.

## 4. Permitted Use

- 4.1 During the Term of this Lease, the Lessee must use the Premises for residential purposes only.

## 5. Rent

- 5.1 On the first day of each month in each Lease Year, the Lessee must pay the Rent to the Lessor by equal monthly instalments in advance, without any formal or other demand.
- 5.2 In the case of any broken period of less than one month, the Lessee must make a pro-rata payment of the Rent for the relevant period calculated on an annualised daily basis by using the following formula:  
$$\frac{\text{(monthly Rent} \times 12 \text{ months)}}{365 \text{ days}} = \text{Rent payable per day of the relevant broken period.}$$
- 5.3 The Lessee must pay the Rent in the manner specified in Item 11 and to the bank account notified by the Lessor or the Lessor's Agent from time to time.

## 6. Outgoings

- 6.1 During the Term:
  - (a) the Lessor must pay all Outgoings; and
  - (b) the Lessee must pay all Service Charges.
- 6.2 Where the Premises are not separately metered for a Service Charge, the Lessee must pay its proportion of the Service Charge as specified in Item 14, within the time specified in Item 15. The Lessor must provide a copy of the original invoice for the relevant Service Charge to the Lessee when requesting payment of a Service Charge.
- 6.3 Where Item 12 states that solar panels are installed, the Lessor must:
  - (a) arrange for the electricity account to be in the Lessor's name;
  - (b) pay the electricity account within the time specified on the account; and
  - (c) provide the Lessee with a copy of the account and the receipt showing payment of the account.
- 6.4 The Lessee must reimburse the Lessor the full amount shown on the account, less the amount of any rebate payable to the Lessor, no later than 20 Business Days after receiving the copies of the account and receipt.

## 7. GST

- 7.1 The parties acknowledge that the Supply under this Lease is the input taxed supply of residential premises under s 40-35 of the GST Act and that GST is therefore not payable on the Supply under this Lease.
- 7.2 If despite clause 7.1, GST is payable on any Supply, the party making the Supply must issue a valid Tax Invoice for the Supply and the party receiving the Supply must pay the GST in addition to the consideration for the Supply.
- 7.3 If for any reason including:
  - (a) an amendment to the GST Act;
  - (b) the issue of a ruling or advice by the Commissioner for Taxation;
  - (c) a refund of GST in respect of any Supply made under this Lease; or
  - (d) a decision of any tribunal or court,the amount of GST paid by a party under this Lease differs from the amount of GST paid or payable to the Commissioner of Taxation, then the party making the Supply must issue an appropriate GST adjustment note and the difference must be paid by or to the other party as the case may be.
- 7.4 The parties agree to exchange with each other such information as may be necessary to enable each party to accurately assess its rights and obligations under this clause 7.

## 8. Maintenance and Repairs

- 8.1 At its cost, the Lessee must keep and maintain:

- (a) the Premises (including the whole of the interior of the Premises and the internal and external surfaces of the windows and glass); and
- (b) all of the Included Items, the Lessor's fixtures, fittings and floor coverings in the Premises,

in a clean condition, having regard to their condition at the Commencement Date. This obligation excludes repairs due to fair wear and tear and does not apply to the Air Conditioning Equipment or Fire Equipment.

8.2 Where the Lessee is entitled to keep Pets on the Premises, the obligations under clause 8.1 include:

- (a) fumigation of the Premises for ticks and fleas by a licensed pest control agent annually; and
- (b) steam cleaning of all carpets annually.

8.3 The Lessee must provide receipts for the fumigation and carpet cleaning if required by the Lessor.

8.4 At its cost, the Lessee must keep and maintain the Lessee's Property in good order and repair, including repairs due to fair wear and tear.

8.5 The Lessor must:

- (a) maintain the Premises in good repair;
- (b) clean the Common Areas;
- (c) clean, maintain and repair the Air Conditioning Equipment and the Fire Equipment;
- (d) undertake all repairs to the Premises, including Structural Repairs,

except for those repairs due to the negligent or wilful act or omission by the Lessee, its employees, agents, contractors or invitees and for whom the Lessee is liable.

8.6 The Lessee must notify the Lessor of any damage sustained to the Premises, or the defective operation of the Air Conditioning Equipment or Fire Equipment. Following the receipt of that notice, the Lessor will use reasonable endeavours to repair the damage or the defective operation as soon as possible.

8.7 If the Premises require Emergency Repairs, the Lessee must notify:

- (a) the Nominated Repairer for Emergency Repairs; or
- (b) the Lessor if there is no Nominated Repairer or if the Nominated Repairer cannot be contacted.

8.8 Despite clause 8.7, the Lessee may arrange for a suitably qualified person to undertake the Emergency Repairs if:

- (a) the Lessee has not been able to contact the Nominated Repairer or the Lessor;
- (b) the repairs are not made within a reasonable time after notice has been given; or
- (c) there is a Disaster in the community where the Premises are located.

8.9 The cost of any Emergency Repairs undertaken by the Lessee under clause 8.8(a), or clause 8.8(b) must not exceed the amount equal to 2 weeks' rent.

8.10 If the Lessee wishes to undertake Emergency Repairs under clause 8.8(c), then the Lessee must first obtain the

Lessor's consent and the Lessee will pay the cost of those Emergency Repairs. The Lessor must not unreasonably withhold consent.

8.11 If the Premises require Routine Repairs, the Lessee must notify:

- (a) the Nominated Repairer for Routine Repairs; or
- (b) the Lessor if there is no Nominated Repairer or if the Nominated Repairer cannot be contacted.

8.12 Despite clause 8.11, the Lessee may arrange for a suitably qualified person to undertake the Routine Repairs if:

- (a) the Lessee has not been able to contact the Nominated Repairer or the Lessor; or
- (b) the repairs are not made within a reasonable time after notice has been given.

8.13 Whenever the Lessor deems fit, the Lessor may effect repairs to the Building, or to any part of it, in any manner the Lessor may think fit.

8.14 The repairs referred to in clause 8.13 are to be carried out in a reasonable manner and the Lessor, or any person authorised by the Lessor, may enter the Premises at any time for the purpose of making the repairs, subject to clause 16.

8.15 The Lessor will keep and maintain the exterior of the Building in good repair and condition, except to the extent the Lessee and the other occupants of the Building have that obligation.

## 9. Light and Power

9.1 The Lessee will not use any form of light, power or heat other than electric current or gas supplied through meters. This covenant does not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restrictions.

## 10. Use of Appurtenances

10.1 The Lessee will not:

- (a) use the water closets, drains, other water apparatus or other appurtenances ('appurtenances') in the Premises for any purposes other than those for which they were constructed; and
- (b) place any sweepings, rubbish, rags, ashes or other deleterious substances in the appurtenances.

## 11. Interference with Services

11.1 Except as otherwise provided in this Lease, the Lessee will not interfere with any appurtenances, Pipes, water supply, gas, electrical, plumbing or other services contained in or about the Premises or the Air Conditioning Equipment or the Fire Equipment, without the prior consent of the Lessor.

11.2 The Lessor's consent may be granted or refused, or granted subject to conditions, at the absolute discretion of the Lessor.

## 12. Prohibition on Marking of Walls

- 12.1 The Lessee must not cut, make holes in, mark, deface, drill or damage any of the walls, ceilings or other parts of the Premises, except with the prior consent of the Lessor.
- 12.2 If the Lessor provides consent under clause 12.1, then the Lessee must reinstate, repair and make good any damage prior to the Expiry Date or earlier termination of this Lease.

### 13. Rodents and Vermin

- 13.1 Subject to clause 13.2, at its own cost, the Lessee must keep the Premises free and clear of rodents, cockroaches and other vermin.
- 13.2 If rodents or other vermin are in plague proportions in the community, the Lessee will be deemed to have complied with its obligations under clause 13.1 if it complies with the directions of the local authority.

### 14. Nuisance

- 14.1 The Lessee must not do, or suffer to be done, anything in, upon, or about the Premises which is, or may be, or may become a nuisance.

### 15. Comply with Laws

- 15.1 The Lessee must punctually comply with and observe the requirements of all statutes, regulations, ordinances and local laws relating to its use and occupation of the Premises.

### 16. Inspection by Lessor

- 16.1 The Lessor and the Lessee agree that, for the purposes of this clause 16, this Lease will be treated as if it were a residential tenancy agreement under the *RTRA Act*.
- 16.2 During the Term, the Lessor or the Lessor's Agent may enter the Premises only if they have complied with the relevant requirements of sections 192 to 199 of the *RTRA Act*.

### 17. No Alterations without Consent

- 17.1 The Lessee must not make any structural or other alterations or additions to the Premises, or appurtenances in the Premises, or the Air Conditioning Equipment, or the Fire Equipment without first submitting:
- (a) full detailed drawings;
  - (b) other specifications of the proposed works;
  - (c) particulars of the materials proposed to be used,
- and obtaining the Lessor's consent. The Lessor may grant consent on whatever terms and conditions the Lessor in its absolute discretion thinks fit.
- 17.2 If the Lessor grants its consent, it will be a condition of that consent that the works are carried out under the supervision of the Lessor's architect.
- 17.3 The Lessee will pay to the Lessor immediately on demand, all costs and expenses incurred by the Lessor including architect's and other consultants' fees payable by the Lessor, whether consent is granted or not.

### 18. Number of Occupants

- 18.1 The Lessee will not permit more than the number of persons stated in Item 16 to reside in the Premises.

### 19. Pets

- 19.1 The parties acknowledge that as this Lease is not a lease that is subject to the operation of the *RTRA Act*, the provisions of the *RTRA Act* and *RTRA Regulation* relating to applying for and the keeping of Pets under a residential tenancy agreement do not apply between them.
- 19.2 Notwithstanding clause 19.1, and in order ensure sufficient alignment between certain provisions of the *RTRA Act* that apply to any Sublease and the provisions of this Lease, the Lessor and the Lessee agree that the provisions of the *RTRA Act* and *RTRA Regulation* relating to Pets shall govern the rights and obligations between the parties under this Lease.
- 19.3 The Lessee may keep a Pet the Premises (except for a Working Dog) only if:
- (a) the Lessee has submitted a Pet Application Form to the Lessor; and
  - (b) the Lessor has approved the application.
- 19.4 If the Lessee makes an application under clause 19.3(a), the Lessor must respond to the Lessee's request within 8 calendar days after receiving the Lessee's request.
- 19.5 The Lessee may keep a Working Dog at the Premises without the Lessor's approval subject to clause 19.6.
- 19.6 An authorisation to keep a Pet, Working Dog or other animal at the Premises is subject to the terms and conditions in this Lease, any relevant by-law under the *Body Corporate and Community Management Act 1997* or the *Building Units and Group Titles Act 1980* or other law relating to keeping animals at the Premises.
- 19.7 The Lessee must comply with all terms and conditions imposed by the Lessor when approving the application which may include the type and number of Pets permitted.

### 20. Quiet Enjoyment

- 20.1 If the Lessee promptly pays the Rent and observes and performs the terms and conditions in this Lease, the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor, or any persons lawfully claiming under or in trust for the Lessor.

### 21. Indemnity

- 21.1 The Lessee indemnifies and releases and discharges the Lessor from and against all Claims that the Lessor, may incur, or become liable in respect of any loss, damage, death, or injury to property, or person, of whatever nature and however sustained, caused by, or contributed to, or incidental to the:
- (a) use or occupation of the Premises by the Lessee; or
  - (b) the failure by the Lessee to comply with the terms, covenants or conditions of this Lease,

except where the Claim is caused by or contributed to by any wilful or negligent act or omission by the Lessor, its employees, agents or contractors.

## 22. Insurance

- 22.1 During the Term of this Lease, the Lessee must obtain and keep in full force and effect, at its sole cost and expense, a public risk liability insurance policy applying to all operations of the Lessee. The policy must:
- (a) include property damage liability, accidental death of, or accidental bodily injury to persons, contingent liability and the Lessee's legal liability with respect to the use and occupancy of the Premises by the Lessee; and
  - (b) note the Lessor's interest in the Premises.
- 22.2 The policy must be written on a comprehensive basis with limits of not less than \$20 million per occurrence, or any higher limits the Lessor reasonably requires from time to time.
- 22.3 The insurance policy required by this clause 22 must be taken out with an insurer authorised under the *Insurance Act 1973* (Cth) and must name the Lessee as the insured.
- 22.4 The Lessee must provide a copy of the certificate of insurance or the insurance policy to the Lessor when requested.
- 22.5 The Lessee must notify the Lessor immediately after receiving notice of any material change in terms, cancellation or other termination of the policy.
- 22.6 If the insurance policy is cancelled, the Lessee must immediately take out another insurance policy on the same terms as specified in this clause 22. ▶
- 22.7 This clause 22 is satisfied if:
- (a) the Lessee is the Queensland Government, or a statutory authority eligible for cover under the Queensland Government Insurance Fund and is insured and continues to be insured by the Queensland Government Insurance Fund; or
  - (b) the Lessee is the Commonwealth of Australia, or a statutory authority eligible for cover under the Comcover Insurance Fund and it is insured and continues to be insured by Comcover.

## 23. Removal of Lessee's Property

- 23.1 If the Lessee has paid the Rent and complied with the terms and conditions of this Lease, then at the expiration or sooner determination of this Lease, the Lessee may remove the Lessee's Property from the Premises.
- 23.2 Any damage caused by removal of the Lessee's Property will be repaired promptly by the Lessee, at its own expense.

## 24. Condition Report on Expiry Date

- 24.1 No later than 10 Business Days after the expiry or earlier termination of this Lease, the Lessee must sign and deliver a Condition Report to the Lessor or to the Lessor's Agent.

## 25. Substantially or Wholly Unfit or Inaccessible

- 25.1 If the Premises are damaged so as to render them substantially or wholly unfit for the occupation and use by the Lessee, or having regard to the nature and location of the Premises and the normal means of access,

substantially or wholly inaccessible, then either party may terminate this Lease by giving not less than 1 months' notice to the other. This Lease will terminate on the expiration of that notice.

- 25.2 No liability attaches to the Lessor or to the Lessee due to termination of this Lease under clause 25.1. Termination is without prejudice to the rights of either party in respect of any previous breach of any term of this Lease.

## 26. Default and Termination

- 26.1 If the Lessee fails to comply with any of the terms, covenants, or conditions in this Lease, then the Lessor may give the Lessee a notice under section 124 of the *Property Law Act 1974* to remedy the breach within the time specified in the notice. The time must be reasonable having regard to the nature of the breach.
- 26.2 If the Lessee does not remedy the breach within the specified time, then the Lessor may terminate this Lease by a further notice to the Lessee and this Lease will terminate on the later of the following dates:
- (a) the date of termination specified in the further notice, which must not be less than 2 months after the notice is received; and
  - (b) if there is a Sublease on foot as at the date the further notice is given - the date that the Sublease is terminated.
- 26.3 If there is a Sublease on foot as at the date that the further notice is given under clause 26.2(b), the Lessee must promptly take all reasonable steps to promptly terminate the Sublease.
- 26.4 Termination of this Lease will be without prejudice to any rights that either party may have against the other arising out of or connected with this Lease.

## 27. Yield Up

- 27.1 At the expiry or earlier termination of this Lease, the Lessee:
- (a) must yield up the Premises in a clean and tidy condition and free of rubbish;
  - (b) must return all keys and access devices to the Lessor;
  - (c) must have the Premises fumigated by a licensed pest control agent if the Lessor had the Premises fumigated immediately prior to the Commencement Date;
  - (d) must have the carpets professionally steam cleaned if the Lessor had the carpets professionally steam cleaned immediately prior to the Commencement Date; and
  - (e) must yield up the Premises in the same condition as they were in at the Commencement Date, fair wear and tear excepted.
- 27.2 The Lessee must provide receipts for the fumigation and carpet cleaning if required by the Lessor.

## 28. Holding Over

- 28.1 If the Lessee remains in occupation of the Premises after the Expiry Date with the consent of the Lessor, then:



- (a) the Lessee will be a lessee from month to month on the terms of this Lease so far as they are applicable to a monthly tenancy;
- (b) the monthly tenancy may be determined by either party in the manner prescribed by Division 4 of Part 8 of the *Property Law Act 1974*; and
- (c) the rent payable in respect of the monthly tenancy will be the amount of Rent payable immediately prior to the Expiry Date and will be payable in advance.

## 29. Notices

- 29.1 Subject to clause 29.2 and clause 29.3, any notice, request, consent, or approval under this Lease must be in writing and may be delivered by hand, by registered mail, by facsimile, or by email to the addresses specified in Item 1 for the Lessor, in Item 2 for the Lessee, in Item 3 for the Lessor's Agent and Item 4 for the Lessee's Local Representative, or any substitute address as may have been notified by the relevant addressee from time to time.
- 29.2 The Lessor must notify the Lessee and the Lessee's Local Representative if any notice, request, consent, or approval under this Lease is to be given by or to the Lessor's Agent only.
- 29.3 Any notice, request, consent, or approval given by the Lessor or the Lessor's Agent under this Lease must be given to both the Lessee and the Lessee's Local Representative.
- 29.4 The Lessee's Local Representative may give those notices specified in clause 30.1, on behalf of the Lessee. All other notices will be given by the Lessee.
- 29.5 Subject to clause 29.6, notices will be deemed to be given:
- (a) if posted - 5 Business Days after deposit in the mail with postage prepaid;
  - (b) if delivered - on the date of delivery;
  - (c) if faxed - on the date on which an apparently successful transmission is noted by the sender's facsimile machine; or
  - (d) if emailed - on the date of the email,
- as the case may be.
- 29.6 An email or facsimile transmission received after 5.00pm on any day will be deemed to be received at the start of the next Business Day.
- 29.7 Notices may be given by or to a party's solicitor by any of the means specified in clause 29.1.

## 30. Lessee's Local Representative

- 30.1 The Lessor acknowledges that the Lessee's Local Representative is authorised to be the Lessee's contact person for the purposes of:
- (a) receiving and amending the Condition Report under clause 2;
  - (b) receiving a copy of the by-laws and any amendments to the by-laws, if applicable, under clause 3;
  - (c) receiving the keys for the Premises;

- (d) notifying the Lessor or the Lessor's Agent of any damage to the Premises or defective operation of equipment under clause 8.6;
- (e) notifying the Nominated Repairer for Emergency Repairs and arranging for Emergency Repairs;
- (f) notifying the Nominated Repairer, the Lessor or the Lessor's Agent for Routine Repairs under clause 8.11 and clause 8.12;
- (g) arranging for an inspection of the Premises under clause 16;
- (h) signing the Condition Report under clause 24;
- (i) arranging for the Premises to be sub-let under clause 31.2; and
- (j) submitting the Pet Application Form to the Lessor under special condition 1.

- 30.2 Despite clause 30.1, the Lessee may also undertake the activities listed in clause 30.1, at its discretion.

## 31. Assignment

- 31.1 Subject to clause 31.2, the Lessee will not mortgage or otherwise charge the Lessee's interest in this Lease, or assign, sub-lease, grant any licence over, or part with possession of the Premises, or share with any person the occupancy of the Premises, without first obtaining the consent of the Lessor.
- 31.2 The Lessor agrees that the Lessee may sub-let the Premises by entering into a residential tenancy agreement under the Act with an employee or contractor of the Lessee, without the need to obtain the Lessor's consent.

## 32. Costs

- 32.1 Each party will pay its own costs of an incidental to the negotiation, preparation and execution of this Lease.

## 33. Severability

- 33.1 If any term, covenant or condition in this Lease, or their application to any person or circumstances, is or becomes invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and each term, covenant and condition will be valid and enforceable to the fullest extent permitted by law.

## 34. Waiver

- 34.1 Any failure by a party at any time to enforce a term of this Lease, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party's rights.
- 34.2 No default by the Lessee will be deemed to be waived except by notice signed by the Lessor. Any such notice will not be construed as a licence to the Lessee to repeat or to continue any such default.

## 35. Entire Agreement

- 35.1 This Lease constitutes the entire agreement between the parties. Any prior arrangements, agreements, warranties, representations or undertakings are superseded.

## 36. Surrender

- 36.1 The Lessee may surrender this Lease at any time upon giving the Lessor at least 1 months' notice.
- 36.2 The surrender will be without prejudice to any rights which either party may have against the other arising out of or connected with this Lease.

## 37. Special Conditions

- 37.1 The special conditions applying to this Lease are specified in Schedule B.
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**SCHEDULE A**

**Item 7: Included Items**

N/A

**Item 7: Excluded Items**

N/A

## SCHEDULE B

### 1. End of the Tenancy

- 1.1. If the Lessee, or its Subtenant, is authorised to keep a Pet or Working Dog at the Premises, then the Lessee's obligations under clause 27.1 include:
- (a) filling holes and repairing any damage caused by the Pet or Working Dog;
  - (b) fumigation of the Premises for ticks and fleas; and
  - (c) cleaning of all carpets of the Premises to a professional standard.

### 2. Water Consumption Charges

#### 2.1. Excess Water Consumption Charges

- (a) The Lessor agrees to pay for Water Consumption Charges up to 150 kilolitres of consumption per six (6) months billing cycle.
- (b) The Lessee agrees to reimburse the owner for Water Consumption Charges over 150 kilolitres of consumption per six (6) months billing cycle.
- (c) Any reimbursement in respect of excess Water Consumption Charges only relate to water which is separately metered to the Premises and read and invoiced by the water supplier or their agents.
- (d) The Lessor and / or their nominated agent must provide the Lessee with an invoice with supporting documentation for excess Water Consumption Charges which includes the following minimum information:
  - Water meter number;
  - Date and water meter reading for the 1<sup>st</sup> day of the relevant period; and
  - Date and water meter reading for the last day of the relevant period; and
  - Excess water consumption totals for the relevant water meter reading period; and
  - Cost per kilolitre or other volumetric water charge measure for the relevant excess Water Consumption Charges.
- (e) The Lessor is responsible for any excess Water Consumption Charges which are incurred in respect of the Premises before the Commencement Date or after the Expiry Date of this Lease.
- (f) If the Lessor submits an invoice to the Lessee for reimbursement which includes excess Water Consumption Charges for a period which is before the Commencement Date or after the Expiry Date of this Lease, then the Lessee may make an adjustment for those Water Consumption Charges, on a daily pro-rata basis, and the Lessee will only be responsible for the excess Water Consumption Charges during the Term of this Lease.
- (g) The Lessor must pay any water and sewerage connection fees or charges and cannot seek reimbursement for those service charges from the Lessee (i.e. sewerage access charges).

EXECUTED by the parties on the respective dates appearing below.

<p><b>SIGNED</b> by Vision Real Estate Moranbah</p> <p>in accordance with section 127(1) of the <i>Corporations Act 2001</i> (Cth) by</p> <p><u>Vikki Oldfield</u> (full name) Director</p> <p><u>V. Oldfield</u> (signature)</p> <p><u>20, 12, 2022</u> (date)</p>	<p><u>MARINDA PRETORIUS</u> (full name) Director/Secretary</p> <p><u>M. Pretorius</u> (signature)</p> <p><u>20, 12, 2022</u> (date)</p>
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<p><b>SIGNED</b> by</p> <p>in the presence of:</p> <p>..... (print name of witness)</p> <p>..... (signature of witness)</p>	<p>..... (signature)</p> <p>..... / ..... / ..... (date)</p>
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<p><b>SIGNED</b> for and on behalf of <b>THE STATE OF QUEENSLAND</b> by</p> <p><u>Angela Evans</u> (full name)</p> <p><u>A/Director - Portfolio Establishment</u> (designation)</p> <p>a duly authorised person</p> <p>in the presence of:</p> <p><u>Katrina Veldhoven</u> (print name of witness)</p> <p><u>K VELDHOVEN</u> (signature of witness)</p>	<p><u>Angela Evans</u> (signature)</p> <p><u>21, 12, 2022</u> (date)</p>
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