

Part 1 - Schedule

Item 1: Lessor

L Russell Enterprises Pty Ltd A.C.N. 105 042 206 atf the L Russell Superfund

Address for service

43 Victoria St

St George

Postcode 4487

Telephone number

(07) 4625 5522

Facsimile Number

Item 2: Tenant

KEITH EDWARD BAUER and
JULIE ANNE BAUER

Address for service

C/- Riverland Motor Inn, 72 Victoria Street, St George

Postcode 4487

Telephone number

07 4625 1229

Facsimile Number

Item 3: Lessor's Agent (See clause 44.)

Nil

Address for service

Postcode

Telephone number

Facsimile Number

Item 4: The Premises – (a) location

That part of 89 Victoria Street as hatched in black on the attached plan

St George Qld

Postcode 4487

(b) inclusions

N/A

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

Item 5: The term of the agreement is

12 months

For a fixed term agreement, insert the term. Otherwise, leave blank or insert 'periodic'.

Starting on

12 February 2007

and ending on

12 February 2008

For continuation of tenancy, see clause 6.

Item 6:

Rent

\$120.00

See clause 8.1

a week ☒

a fortnight ☐

a month ☐

Item 7:

Rent must be paid on

First

day of each

fortnight

Insert day. See clause 8.2.

Insert week, fortnight or month

Item 8: Way rent must be paid

By Direct Deposit to Lessor's nominated account

Insert the way the rent must be paid. See clause 8.3.

Item 9: Place rent must be paid

Insert where the rent must be paid. See clause 8.4 to 8.6.

Item 10: Rental Bond

\$Nil

Insert amount. See clause 13.

Item 11: The tenant must pay the charges for the following services supplied to the premises -

(a) electricity

Yes

(d) telephone

Yes

Write 'yes' or 'no' for each of (a) to (d). See clause 16.1.

(b) gas

Yes

(e) another prescribed service

(c) water (if 'yes', see clause 17.)

Yes

State any other service that tenant must pay. See clauses 16.1 and 16.2.

Item 12: If the premises are not individually metered for a service under item 11(a), (b), (d) or (e), the tenant must pay an apportionment of the cost of the service as follows -

(a) for electricity

(c) for telephone

Insert how apportion for each is worked out (for example, by stating a percentage of the total charge). See clause 16.1(c)

(b) for gas

(d) another prescribed service stated in item 11(e)

Item 13: How the charge for each service under item 12 is recoverable -

(a) for electricity

(c) for telephone

Insert for each how the tenant must pay. See clause 16.1(d) and 16.2.

(b) for gas

(d) another prescribed service stated in item 11(e)

Item 14: Number of persons allowed to reside on the premises

1

Insert number. See clause 23.

Item 15: Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? If so, has the tenant received a copy of the relevant by-laws?

No

If body corporate by-laws apply, write 'yes' or 'no'. Otherwise leave blank. See clause 22.

Item 16: (a) Pets approved

No

Write 'yes' or 'no'. See clause 24.1.

(b) Only the following pet types or numbers may be kept -

Type

Number

See clause 24.2.

Item 17: Nominated repairers -

Electrical Repairs

Lessor

Telephone

Plumbing Repairs

Lessor

Telephone

Other

Lessor

Telephone

Insert name and telephone number for each. See clause 31.

Part 2 – Introduction

1 Agreement made under Residential Tenancies Act 1994

- 1.1 This residential tenancy agreement is made under section 39 of the Act.
- 1.2 It includes the standard terms for this agreement required under the Act.
- 1.3 The Act also imposes duties on, and gives entitlements to, the lessor and the tenant that are taken to be included as terms of this agreement.
- 1.4 All other terms of this agreement (“**special terms**”) are set out in part 11 of this agreement.
- 1.5 A duty or entitlement under the Act overrides a standard or special term if it is inconsistent with the duty or entitlement.
- 1.6 A standard term overrides a special term if they are inconsistent.

2 Reading this agreement

- 2.1 In this agreement –
 - (a) words have the same meaning they have under the Act and, subject to the Act, the Acts Interpretation Act 1954 also applies; and
 - (b) words in the singular include the plural and words in the plural include the singular; and
 - (c) a reference to a person generally includes a reference to a corporation and an unincorporated body; and
 - (d) a reference to “**the premises**” includes the inclusions for the premises stated in item 4(b); and
 - (e) a reference to a numbered section is a reference to the section in the Act with that number.
- 2.2 A reference in the body of this agreement to a numbered item is a reference to the item with that number in the schedule.

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

 - the lessor enters the premises in contravention of the rules of entry under section 109 to 111.
 - the tenant does not sign and return the entry condition report to the lessor under section 42.

3 More than one lessor or tenant

- 3.1 This clause applies if more than 1 person is named in item 1 or item 2.
- 3.2 Each lessor named in item 1 must perform all of the lessor’s obligations under this agreement.
- 3 Each tenant named in item 2 –
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant’s obligations under this agreement.

Part 3 – Period of tenancy

4 Start of tenancy

- 4.1 The tenancy starts on the day stated in item 5.
- 4.2 However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s42

- 5.1 The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.
- 5.2 The copies must be given –
 - (a) if the tenancy starts on or after the signing of this agreement – when this agreement is given to the tenant for signing; or
 - (b) if the tenant becomes entitled to occupy the premises under this agreement after it was signed – on or before the day the tenant became entitled to occupy.
- 5.3 The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor

within a period ending 3 days after the tenant is entitled to occupy the premises.

Note: A well completed entry condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

6 Continuation if a fixed term agreement – s 46

- 6.1 This clause applies if –
 - (a) this is a fixed term agreement and a special term does not provide for the continuance of this agreement after the day the term ends; and
 - (b) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the lessor or the tenant to the other before the day the term ends; and
 - (c) the tenant continues to occupy the premises after that day.
- 6.2 This agreement (other than any term about this agreement’s term) continues to apply on the basis that the tenant is holding over under a periodic tenancy.

Note: For more information about the notices, see the information statement.

7 Cost may apply to early ending of fixed term agreement – s 96(1A)

If this is a fixed term agreement and the tenant terminates it before the term ends in a way not allowed by the Act, the tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note: For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 230, the lessor has a general duty to mitigate (avoid or reduce) loss or expense.

Part 4 – Rent

8 When, how and where rent must be paid – ss 47 and 48

- 8.1 The tenant must pay the rent stated in item 6.
- 8.2 The rent must be paid at the times stated in item 7.
- 8.3 The rent must be paid –
 - (a) in the way stated in item 8; or
 - (b) in another way agreed after the signing of this agreement by
 - i) the lessor or tenant giving the other party a written notice proposing the way; and
 - ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in item 8 or no other way agreed – in an approved way under section 47.
- 8.4 The rent must be paid at the place stated in item 9.
- 8.5 However, if, after the signing of this agreement, the lessor gives a written notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- 8.6 If no place is stated in item 9 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place:

The lessor’s address for service or agent’s office.

9 Rent in advance – s 49

The lessor may require the tenant to pay rent in advance only if the payment is no more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month’s rent.

Note: Under section 49(2), the lessor must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases – s 53

- 10.1 If the lessor proposes to increase the rent, the lessor must give written notice of the proposal to the tenant.
- 10.2 The notice must state the amount of the increased rent and the day from when it is payable.
- 10.3 The day stated must not be earlier than –
- (a) for a periodic agreement – 2 months after the notice is given; or
 - (b) for a fixed term agreement – 1 month after the notice is given.
- 10.4 Subject to an order of a tribunal under section 53A, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- 10.5 However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term provides for a rent increase and states the amount of the increase or how the amount of the increase is to be worked out.
- 10.6 A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 53A

- 11.1 If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may, under section 53A, apply to a tribunal for an order setting aside or reducing the increase.
- 11.2 However, the application must be made –
- (a) for a periodic agreement – within 30 days after the notice is received; or
 - (b) for fixed term agreement – before the term ends.

12 Rent decreases – s 54

Under section 54, the rent may decrease in certain situations.

Note: For details of the situations, see the information statement.

Part 5 – Rental bond

13 Rental bond required – ss 57 and 59

- 13.1 The tenant must, when the tenant signs this agreement, pay any rental bond stated in item 10 to the lessor or the lessor's agent.
- 13.2 However, a special term may require the bond to be paid at another stated time or by stated instalments.
- Note:* There is a maximum bond that may be required. See section 77 and the information statement.
- 13.3 The lessor or the lessor's agent must within 10 days of receiving the bond or a part of the bond pay it to the authority and give the authority a notice, in the approved form, about the bond.
- 13.4 The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example: The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note: For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 65 to 74. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 83

- 14.1 The tenant must increase the rental bond if –
- (a) the rent increases and the lessor gives written notice to the tenant to increase the bond; and
 - (b) the notice is given within 11 months after the later of the following –
 - i) when this agreement started;
 - ii) when any previous increase of the bond had to be paid.

- 14.2 The notice must state the increased amount and a day (at least 1 month after the tenant receives the notice) by which the increase must be made.

Part 6 – Outgoings

15 Outgoings – s 89

The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples: Body corporate levies, council general rates, sewerage charges and environment levies and land tax.

16 General service charges – ss 90 and 91

- 16.1 The tenant must pay a service charge (other than a water service charge) for a service supplied to the premises during the tenancy if –
- (a) the tenant enjoys or shares the benefit of the service; and
 - (b) item 11 states the tenant must pay the charge; and
 - (c) either –
 - i) the premises are individually metered for the service; or
 - ii) item 12 states how the tenant's apportionment of the cost of the service is to be worked out; and
 - (d) item 13 states how the charge may be recovered by the lessor from the tenant.

Note: Section 91(3) limits the amount the tenant must pay.

- 16.2 Item 11(e) applies only if it states a service or facility prescribed under section 90(1)(b).

17 Water service charges – ss 90(1A) and 91A

- 17.1 The tenant must pay charges for water supplied to the premises (including water fit for human consumption delivered to the premises by vehicle) if –
- (a) item 11(c) states the tenant must pay the charge; and
 - (b) the premises are individually metered for the supply.
- 17.2 However, the tenant does not have to pay –
- (a) for water for which the lessor should reasonably be liable; or
 - (b) an amount for the supply that is more than the amount charged by the relevant supply authority for the quantity of water supplied.
- 17.3 The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant a copy of appropriate documents about the incurring of the amount.
- Note:* If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Part 7 – Rights and obligations concerning the premises during tenancy

Division 1 – Occupation and use of premises

18 No legal impediments to occupation – s 99

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments:

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the Standard Building Law before the premises can lawfully be occupied
- the zoning of the land might prevent use of the land as a residence.

19 Vacant possession and quiet enjoyment – ss 100 and 101

- 19.1 The lessor must ensure the tenant has vacant possession of the premises (other than any part that a special term states the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- 19.2 The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- 19.3 The lessor or lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 109 – 114

The lessor or the lessor's agent may enter the premises during the tenancy only under sections 109 to 114.

Note: See the information statement for details.

21 Tenant's use of premises – ss 6 and 102

- 21.1 The tenant may use the premises only as a place of residence or mainly as a place of residence or for some other use allowed under a special term.
- 21.2 The tenant must not –
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance:*
- using paints or chemicals on the premises which go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land.
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and Townhouses – s 45

- 22.1 The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 that apply to the occupation of the premises or any common area available for use by the tenant with the premises.
- 22.2 The tenant must comply with any of the by-laws that apply to the occupation of the premises by the tenant or to any common area available for use by the tenant with the premises.

Number of occupants allowed

No more than the number of persons stated in item 14 may reside in the premises.

24 Pets

- 24.1 The tenant may keep pets on the premises only if item 16(a) states that pets are approved.
- 24.2 If item 16(a) states that pets are approved and item 16(b) states that only –
- (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of the type may be kept.

Division 2 – Standard of premises

25 Lessor's obligations – s 103

- 25.1 At the start of the tenancy, the lessor must ensure –

- (a) the premises are clean and fit for the tenant to live in and are in good repair; and
- (b) the lessor is not in breach of a law dealing with issues about the health and safety of persons using or entering the premises.

25.2 While the tenancy continues, the lessor must –

- (a) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
- (b) ensure any law dealing with issues about the health and safety of persons using or entering the premises is complied with; and
- (c) keep any common area included in the premises clean.

Note: For details about the maintenance, see the information statement.

25.3 In this clause –

“premises” include any common area available for use by the tenant with the premises.

26 Tenant's obligations – s 106(1A) and (2)

- 26.1 The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- 26.2 The tenant must not intentionally, maliciously or negligently damage, or allow someone else to intentionally, maliciously or negligently damage, the premises.

Division 3 – The dwelling

27 Supply of locks and keys – s 120

The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure and give a key for each lock to the tenant.

28 Changing locks – ss 121 and 122

- 28.1 The lessor or the tenant may change locks if –
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.

Example of a reasonable excuse:

An emergency requiring the lock to be changed quickly.

- 28.2 The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- 28.3 If a lock is changed, the party changing it must give the other party a key for the changed lock unless a tribunal orders that a key not be given or the other party agrees to not being given a key.

29 Fixtures or structural changes – ss 117 – 119

- 29.1 The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note: Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- 29.2 The agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms:

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it.

- 29.3 If the lessor does agree, the tenant must comply with the terms of the agreement.

- 29.4 The lessor must not act unreasonably in failing to agree.

- 29.5 If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –

- (a) take action for a breach of a term of this agreement; or

- (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

Division 4 – Damage and repairs

30 Meaning of emergency and routine repairs – ss 123A and 123B

- 30.1 **"Emergency repairs"** are works needed to repair any of the following –
- (a) a burst water service;
 - (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 premises for hot water, cooking or heating;
 - (j) a fault or damage that makes 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 for the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- 30.2 **"Routine repairs"** are repairs that are not emergency repairs.

31 Nominated repairer for emergency repairs –

s 124

- 31.1 The lessor's nominated repairer for emergency repairs of a particular type may be stated either in item 17 or in a written notice given by the lessor to the tenant.
- 31.2 The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage – s 125

- 32.1 If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- 32.2 If the premises need routine repairs, the notice must be given to the lessor.
- 32.3 If the premises need emergency repairs, the notice must be given to –
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 126 and 127

- 33.1 The tenant may arrange for a suitably qualified person to make emergency repairs if –
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- 33.2 The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.

Note: For how the tenant may require reimbursement for the repairs, see sections 127(2) and (3) and 128 and the information statement.

Part 8 – Restrictions on transfer or subletting by tenant

34 General – ss 144 and 146

- 34.1 Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- 34.2 The lessor must act reasonably in failing to agree to the transfer or subletting.
- 34.3 The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- 34.4 The lessor must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

Note: See clause 36 and the information statement for more information on how a tenancy may be terminated under the Act.

35 State assisted lessor or employees of lessor –

s 143

- 35.1 This clause applies if the lessor is an entity receiving assistance from the State to supply rented accommodation or if the tenant's right to the premises comes from the tenant's terms of employment.
- 35.2 The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Part 9 – When agreement ends

36 Termination – s 151

This agreement terminates only if –

- (a) the tenant and the lessor agree in writing; or
- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on the day stated in the notice (the **"handover day"**) or later; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises.

Note: For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

37 Condition premises must be left in – s 106(3)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear:

Wear that happens during normal use, or changes that happen with aging.

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address – s 115(2)

When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new address, tell the lessor or the agent the tenant's new residential or postal address unless the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 42A

- 40.1 As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 2 copies of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable:

When the tenant returns the keys to the premises to the lessor or the lessor's agent.

Note: For the required form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- 40.2 The lessor must, within 3 business days after receiving the copies of the report –
- (a) sign the copies; and
 - (b) if the lessor does not agree with the report – show the parts of the report the lessor disagrees with by marking the copies in an appropriate way; and
 - (c) either –
 - i) if the tenant has given a forwarding address to the lessor or lessor's agent – return a copy to the tenant at the address; or
 - ii) if a forwarding address has not been given – keep the copies.
- 40.3 The lessor must keep a copy of the condition report signed by both parties for at least 6 months after this agreement ends.

41 Goods or documents left behind on premises – ss 230A – 230C

- 41.1 The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- 41.2 The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 230A to 230C of the Act.

Note: For details of the lessor's obligations under sections 230A to 230C, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the Public Trustee.

Part 10 – Miscellaneous

42 No other payments required from tenant – s 95A

The tenant is not required to pay an amount for entering into, extending or continuing this agreement, other than an amount for rent, a rental bond, or a fee or other amount required or permitted to be paid under the Act.

43 Costs – s 39(6)

The lessor must pay all costs of preparing this agreement.

44 Lessor's agent

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

45 Notices

- 45.1 A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- Note:* See the information statement for a list of the approved forms.
- 45.2 A notice from the tenant to the lessor may be given to the lessor's agent.
- 45.3 A notice may be given to a party to this agreement or the lessor's agent –
- (a) by giving it to the party or agent personally; or
 - (b) if the schedule states an address for service for the party or agent – by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- 45.4 If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- 45.5 A party or the agent may change his or her address for service only by giving written notice to each other party of a new address for service.
- 45.6 On the giving of a notice of new address for service for a party or the lessor's agent, the address for service stated in the schedule is taken to be the new address.
- 45.7 Unless the contrary is proved –
- (a) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating that all pages of the notice have been successfully sent.

Part 11 - Special Terms

Insert any special terms here. See Clause 1.4.

1. Conditional Lease

- 1.1. This Lease is conditional on the purchase of the said land by L Russell Enterprises Pty Ltd ACN 105 042 206 as trustee for the L Russell Superfund.

2. BINDING EXECUTION BY FAX OR EMAIL

- 2.1. The Lessor and the Lessee agree that this Agreement may be executed by facsimile or electronic mail transmission as follows:-

- (a) If sent by fax - the Agreement will be binding on the parties by one party executing this Agreement and faxing the executed Agreement to the other party and upon the recipient signing the Agreement and sending it by fax to the first party, except if the transmission is impaired or is not sent to the fax number of the intended recipient or the intended receipt's solicitor. For the removal of doubt, it is not necessary for any party to sign a copy of the Agreement bearing the facsimiled signature of another party;
- (b) If sent by electronic communication - the Agreement will be binding on the parties by one party executing this Agreement and emailing the executed Agreement to the other party and upon the recipient signing the Agreement and sending it by email to the first party, except if the communication is not sent to the email address of the intended recipient or the intended receipt's solicitor. For the removal of doubt, it is not necessary that a party sign a copy of the Agreement bearing a facsimile of another party's signature or a scanned copy of another party's signature;
- (c) This Agreement may be executed by any combination of original execution, by facsimile or by electronic mail transmission and delivery of an originally executed copy;
- (d) Each party will be deemed to have executed and delivered a copy of the Agreement signed by that party according to the normal rules for delivery of Agreements physically or by normal post or upon the receipt by the recipient of a facsimile transmission or electronic transmission in the mode referred to in this clause;
- (e) Each party will deliver a copy of an originally signed copy of the Agreement signed in the manner provided for in this clause as confirming evidence only of the execution and formation of the Agreement. Such delivery must take place within 14 days of request.

2.2.

The tenant must receive a copy of the information statement and a copy of any applicable by-laws if copies have not previously been given to the tenant.

Signed by the lessor/lessor's agent

Name of lessor

LINELINE RUSSELL

Signature of lessor

L. Russell.

on the 2nd day of MARCH 2007

in the presence of (witness)

[Signature]

Signed by the tenant

Name of tenant

Signed by the tenant

Name of tenant

Signature of tenant

[Signature]

on the 10th day of January 2007

in the presence of (witness)

[Signature]

Signed by the tenant

Name of tenant

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