Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	4 Sovereign Gardens, Kangaroo Flat 3555	
Vendor's name	Christopher John Hayes	**Date** 3 / 12 / 2026
Vendor's signature	[redacted]	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) Their total does not exceed: $3,500.00

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge.

None to the vendors knowledge.

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

1.5 **Tax reform scheme land**

(i) Is the land Tax Reform Scheme Land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024? ☐ Yes X No

(ii) The Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines most recently allocated to the land is:

120.4

(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is:

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate any account with a service provider prior to settlement, and the purchaser may need to have the service reconnected.

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

Is attached.

13. ATTACHMENTS

As per attached

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11212 FOLIO 343 Security no : 124130318752L
Produced 28/11/2025 11:51 AM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 614432W.
PARENT TITLE Volume 11136 Folio 010
Created by instrument PS614432W 30/06/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole
[redacted]

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AJ098438F 28/07/2011

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS614432W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: 4 SOVEREIGN GARDENS KANGAROO FLAT VIC 3555

DOCUMENT END

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Document Assembled	**28/11/2025 11:56**

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PLAN OF SUBDIVISION

Stage No. /

LR use only EDITION 1

PI **PS614432W**

24/06/2010 $2534.70 PS

Location of Land

Parish: MANDURANG

Township: -

Section: E

Crown Allotments: 26 (Pt), 27A (Pt), 27 (Pt) & 28 (Pt)

Crown Portion: -

Title References

C/T VOL 11136 FOL 010

Last Plan Reference: LOT A PS 614425T

Postal Address: SOVEREIGN GARDENS
(At time of subdivision) KANGAROO FLAT VIC 3555

MGA Co-ordinates: E 253 510
(Of approx. centre of plan) N 5 923 260 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	CITY OF GREATER BENDIGO

Council Certification and Endorsement

Council Name: CITY OF GREATER BENDIGO Ref: 443/2007

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6~~ ...../...../
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under Section 18 Subdivision Act 1988 ~~has~~/has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage~~

Council delegate S Wainwright
~~Council seal~~
Date / / 21 SEP 2009

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~

~~Council delegate~~
~~Council seal~~
~~Date~~ / /

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision
Planning permit No. DSD/443/2007

Land being subdivided is enclosed within thick continuous lines

Lots 1 to 26 (both inclusive), Lots 35 & 36 and Lots A & B have been omitted from this plan

Survey: This plan is based on survey

This survey has been connected to permanent mark no(s). 120 & 121
in Proclaimed Survey Area no. -

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
R-1	Way, Drainage, Sewerage, Supply of Water, Telephone, Gas and Electricity	See Diag.	This Plan	Land in This Plan
E-1	Drainage	See Diag.	This Plan	City of Greater Bendigo
E-1	Pipeline or Ancillary Purposes	See Diag.	This Plan - Section 136 of the Water Act 1989	Coliban Region Water Corporation
E-2	Pipeline or Ancillary Purposes	See Diag.	This Plan - Section 136 of the Water Act 1989	Coliban Region Water Corporation
E-3	Drainage	See Diag.	PS614425T	City of Greater Bendigo
E-3	Pipeline or Ancillary Purposes	See Diag.	PS614425T - Section 136 of The Water Act 1989	Coliban Region Water Corporation

LR use only

Statement of compliance/
Exemption Statement

Received ☑

Date: 24/6/2010

LR use only

PLAN REGISTERED

TIME 1.47pm

Date: 30/6/2010

A.R.T.

Assistant Registrar of Titles.

SOVEREIGN GARDENS ESTATE - STAGE 3 (15 LOTS) AREA OF STAGE - 8035m²

Sheet 1 of 2 Sheets

Coomes Consulting Group Pty Ltd
consult@coomes.com.au coomes.com.au

24 Albert Road PO Box 305 South Melbourne Victoria 3205
T 61 3 9993 7888 F 61 3 9993 7999

61 Bull Street Bendigo Victoria 3550
T 61 3 5443 3188 F 61 3 5443 3703

coomes consulting

LICENSED SURVEYOR (PRINT) Mark Oswald Stansfield

SIGNATURE [signature] DATE 25/6/08.

REF: 06255CSV00 VERSION 1

FILE NAME : 06255CSV00.dwg
FILE LOCATION : C:\Documents and Settings\seanb\Desktop\
LAYOUT NAME : Sheet 1
SAVE DATE : Thu, 26 Jun 2008 - 8:46 LAST SAVED BY : casey.ely

S Wainwright

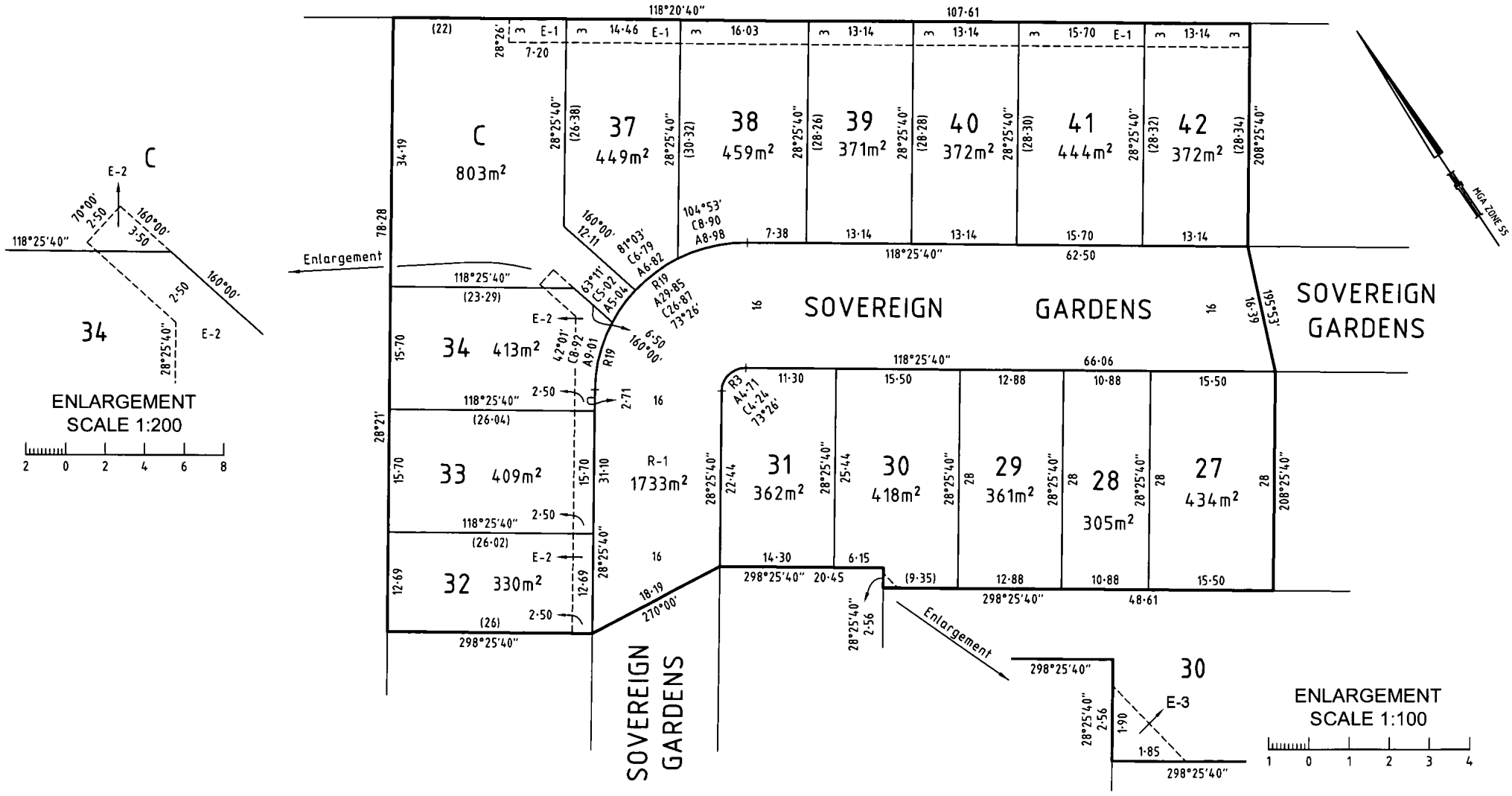
DATE 21 SEP 2009

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No	Plan Number
/	PS 614432W



Coomes Consulting Group Pty Ltd
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SCALE

5 0 5 10 15 20

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:500	A3

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SIGNATURE

DATE 25/6/08

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Sheet 2 of 2 Sheets

DATE 21 SEP 2009

COUNCIL DELEGATE SIGNATURE

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Property Clearance Certificate

Land Tax

INFOTRACK / J & K LAW

Your Reference:	2515585
Certificate No:	94427979
Issue Date:	28 NOV 2025
Enquiries:	ESYSPROD

Land Address: 4 SOVEREIGN GARDENS KANGAROO FLAT VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38052669	31	614432	11212	343	$0.00

Vendor: CHRISTOPHER JOH HAYES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
CHRISTOPHER JOHN HAYES	2025	$191,000	$975.00	$0.00	$0.00

Comments: Land Tax of $975.00 has been assessed for 2025, an amount of $975.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$465,000
SITE VALUE (SV):	$191,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94427979

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $191,000

Calculated as $975 plus ($191,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,650.00

Taxable Value = $465,000

Calculated as $465,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94427979

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94427979

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / J & K LAW

Your Reference:	2515585
Certificate No:	94427979
Issue Date:	28 NOV 2025
Enquires:	ESYSPROD

Land Address:	4 SOVEREIGN GARDENS KANGAROO FLAT VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38052669	31	614432	11212	343	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.4	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$465,000
SITE VALUE:	$191,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94427979

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997,* the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than $10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
    - the request is within 90 days of the original Certificate's issue date, and
    - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / J & K LAW

Your Reference:	2515585
Certificate No:	94427979
Issue Date:	28 NOV 2025

Land Address:	4 SOVEREIGN GARDENS KANGAROO FLAT VIC 3555

Lot	Plan	Volume	Folio
31	614432	11212	343

Vendor: CHRISTOPHER JOH HAYES

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94427979

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
    - The request is within 90 days of the original Certificate's issue date, and
    - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 94427978

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 94427978

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

CITY OF GREATER BENDIGO

Issue Date: 28 November 2025
Your Reference: 78937271-012-9:91898
Certificate Number: 140079

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS:	4 Sovereign Gardens, KANGAROO FLAT 3555
PARCEL DETAILS:	Lot 31 PS 614432W
AVPCC:	120.4 - Townhouse

ASSESSMENT NUMBER 193423 1

Site Value	$184,000	Level of Valuation	01-Jan-2025
Capital Improved Value	$460,000	Valuation Operative	01-Jul-2025
Net Annual Value	$23,000	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	$1,357.25
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$215.55
TOTAL LEVIED	**$2,033.80**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
TOTAL OUTSTANDING	**$0.00**

Other Property Debt -	**$0.00**

Total Outstanding for Property **$0.00**

Note:In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges **MUST** be paid by the purchaser when that person becomes the owner of the land.
Refer to the back of this Certificate for Prescribed, General and Other Information.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS

BPAY **Biller Code: 268813**
Ref: 1934231

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates Team Directly on 03 5434 6262. Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

PRESCRIBED INFORMATION

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

GENERAL INFORMATION

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012.**

RATES AND CHARGES

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

OTHER INFORMATION

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.
After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

PLEASE NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
29 Mundy Street,
Bendigo, VIC 3550

P: 03 5454 1999
E: reception@phproperty.com.au
ABN: 57121254500

Residential Rental Agreement

for

4 Sovereign Gardens, Kangaroo Flat VIC 3555

This agreement is between [redacted]

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Tue 14/01/2025

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

4 Sovereign Gardens, Kangaroo Flat VIC **Postcode** 3555

3. Rental provider details

Full name or company name of rental provider	Chris Hayes
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
Address	29 Mundy Street, Bendigo, VIC **Postcode** 3550
Phone number	03 5454 1999
ACN (if applicable)	
Email address	reception@phproperty.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1** [redacted]

[redacted] Address: **Postcode**

Phone number: [redacted]

[redacted] [redacted]

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

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5. Length of the agreement

☑ Fixed term agreement — Start date: Sun 20/07/2025 (this is the date the agreement starts and you may move in)

End date: Sun 19/07/2026

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

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6. Rent

Rent amount($)
(payable in advance) 425.00

To be paid per ☑ week ☐ fortnight ☐ calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

Date first rent payment due Sun 20/07/2025

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7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($) 1200

Bond lodgement date Mon 20/06/2016

Bond Lodgement No.

Part B – Standard terms

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8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☑ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	633-000
Account:	12864 1172
Account name:	PH Property Trust Account
Bank Reference:	SOVE4

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes — Gretel Hitchcock: gretel@phproperty.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes — [redacted]

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	PH Property
Emergency phone number	03 5454 1999
Emergency email address	reception@phproperty.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- ☐ No
- ☑ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- ☑ The condition report has been provided
- ☐ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

1.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services (Ref: S.52 of the Residential Tenancies Act)**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises (including restrictions on operating a Business from the Premises, & or Short - Term Letting or Subletting without Prior Written Consent from the Rental provider)**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.

38. **No Representations**
The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report (Ref: S.35 of the Residential Tenancies Act)**
The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination (Ref: S.91 of the Residential Tenancies Act)** The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys (Ref: S.54A of the Residential Tenancies Act)** The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property at the end of the tenancy without reimbursement.
44. **Floor Protection**
If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks (Ref: S.70 of the Residential Tenancies Act)**
The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury (Ref: S.62 of the Residential Tenancies Act)**
    The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the

place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. **Pests (Ref: S.72 of the Residential Tenancies Act)**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time. Any dishonour fees will be recovered from the Renter. The Renter shall be responsible for any bank charges due to dishonoured cheques.
60. **Fees and Changes**
    If the Renter fails to make a payment under the terms of this Agreement on or before the due date for payment and the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property incurs fees and/or charges as a consequence of that failure, the Renter must reimburse the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to an authorised deposit taking institution, financier, service provider or contractor.
61. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
62. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
63. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused

by the Rental Provider, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.

64. **Rental Provider Repairs (Ref: S.68 & 68A of the Residential Tenancies Act)** The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
    The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
65. **Urgent Repairs**
    The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454
    1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
66. **Vehicle Parking**
    The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
67. **Pets**
    The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
68. **Pools and Water Features**
    The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place
69. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

70. **Renter Notice (Ref: S.85 & 86 of the Residential Tenancies Act).** If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
71. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
72. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
73. **No Set-Off (Ref: S.91Z & 211 of the Residential Tenancies Act)** The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
74. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
75. **Window Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)** If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
76. **Carpet Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)**If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.
77. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
78. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of WWW.PHPROPERTY.COM.AU PTY

LTD trading as PH Property. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

79. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
80. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
81. **Furnishings - (if applicable to this Tenancy)**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
82. **Care for Furnishings (if applicable to this Tenancy) (Ref: S.72AA of the Residential Tenancies Act)**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
83. **Repair/Replacement of Furnishings (Ref: S.33 of the Residential Tenancies Act)** At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
84. **Cost of Repairs/Replacements (Ref: S.33 of the Residential Tenancies Act)**The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
85. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.
86. **Disclosure Statement** Copy of the Disclosure statement affecting the Premises are attached to this agreement.
87. **Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act)** If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or PH Property in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or PH Property for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of PH Property as agent to manage the Premises.

88. **Rental Provider Expenses (Renter Break Lease Fees & Obligations) (Ref: S.91Z & 211 of the Residential Tenancies Act)**
If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are re-let at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

2.

Pet Clause - the rental provider agrees the renter can keep at the property. the renter agrees that upon vacating they will be responsible for the pest control of fleas inside and outside of the property and to make good any holes and/or damage and repair any damage to lawns or landscaping caused by the said pets.

The renter agrees to have the curtains professionally cleaned and have any evidence of pet hair removed.

The renter agrees that should there be evidence of pet urine smells in the property it will be professionally treated or in extreme cases the carpet and underlay will be replaced in the affected areas. the renter also agrees they are liable for any damage to the property which may be caused by any of the said pets as mentioned above.

Renter Acknowledgement

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3.

Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act) If during the term of the tenancy the people in occupation of the Premises change -

a. The Renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the PRIOR written consent of the Rental Provider. The Rental Provider may give the Renter notice to vacate of not less than 14 Days after the date in which the notice is given, if the Renter assigns or sub-lets the premises without consent
b. The Rental Provider / Agent must not demand or receive any fee or payment for the consent, except to reimburse the Rental Provider in full, with respect of any fees, costs, or charges incurred by the Rental Provider from the Agent / Agency in relation to the preparation of a written assignment of the agreement
c. The Rental Provider has agreed to accept, & will incur a Renter Transfer & Assignment Fee of $330.00 (incl. GST) in order to transfer a Renter within an existing agreement, with the expectation of being reimbursed 100% of this fee by the Renter
d. The Renter is required to Reimburse the Rental Provider the full amount, of the costs incurred, to reinstate the Tenancy to the same position
e. The Renter will be liable for payment of rent until the commencement date of the new Renter's Agreement, or their original Rent Agreement expiry / end date, whichever comes first
f. The Assignment / Transfer reimbursement requirement is only applicable during the First Fixed Term Rental Agreement

RTA 1997 - Sect 81 - Assignment and sub-letting by a Renter

RTA 1997 - Sect 84 -Residential Rental Provider cannot ask for a fee for giving consent

RTA 1997 - Sect 91ZV - Assignment and sub-letting without consent

4.

Renter Initiated Break of Lease within Fixed Term Agreement (Ref: - Additional term #88 - Rental Provider Expenses)

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are re-let at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

32. **Residential Tenancy Database**

In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property subject to the Act.

33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement.
    Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the

Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
    The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys**
    The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property at the end of the tenancy without reimbursement.
44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury**
    The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
55. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time.
60. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
61. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
62. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.
63. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
    The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
64. **Urgent Repairs**
    The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454 1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
65. **Vehicle Parking**
    The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter

to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. **Pets**
    The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
67. **Pools and Water Features**
    The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
68. **Rental Provider Entry**
    Subject to compliance with the Act, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
    - To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
    - To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.
69. **Assignment and Sub-Letting**
    If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property as agent to manage the Premises.
70. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
71. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the

Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
73. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:
    1. A pro rata letting fee;
    2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
    5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
74. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
75. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
76. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
77. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
78. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.
79. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
81. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
82. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
83. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
84. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
85. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
86. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
87. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

5. Garden Maintenance

The Renter(s) and Rental Provider(s) agree that the Rental Provider(s) will provide, at the Rental Provider’s cost, garden maintenance to the property and it’s grounds. The Renter(s) agree that general works will be completed by the Renter(s) in between visits from the gardener including but not limited to, watering of all

garden areas in accordance with current watering restrictions, collection and removal of all leaf litter and sweeping of paths, walkways, decking and patio areas. The Renter(s) agree to provide reasonable access for these services to be administered. This clause is to be read in conjunction with Clause 25 within the Residential Rental Agreement.

Renter Acknowledgement

1 [redacted]

Property Disclosures

Disclose Statement is attached to original email.

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☑ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☐ Yes ☑ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☑ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☑ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☑ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☑ Yes ☐ No

Comments

Smoke Alarm (Ecotech) August 2024 , Gas and Electrical Compliance (Oatway) July 2023

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☑ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☑ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☑ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☑ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☑ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☑ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☑ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards).
If the premises does not meet any of the requirements, please provide details below.

☑ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☑ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☑ No

Comments

-

Renter Acknowledgement

[redacted]

Privacy Collection Notice

As professional property managers **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5454 1999

Primary Purpose

As professional property managers, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy can be viewed without charge on the **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** website; or contact your local **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** office and we will send or email you a free copy.

Disclaimer

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given

intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Gretel Hitchcock** on behalf of **Chris Hayes** (Rental Provider)



Signed at Tue, 14/01/2025 13:03 , from device: Windows 10 Other Chrome 131.0.0

Renter(s)

Renter : [redacted]



AUDIT TRAIL

David Thornbury (Renter)

Tue, 14/01/2025 12:56 - [redacted] clicked 'start' button to view the Residential Rental Agreement *(iOS 18.3.0 iPad Google 350.1.712346859, IP: 180.150.37.66)*

Tue, 14/01/2025 12:57 - [redacted] saved signature the Residential Rental Agreement *(iOS 18.3.0 iPad Google 350.1.712346859, IP: 180.150.37.66)*

Tue, 14/01/2025 12:58 - [redacted] Rental Agreement *(iOS 18.3.0 iPad Google 350.1.712346859, IP: 180.150.37.66)*

Gretel Hitchcock (Rental Provider's Agent)

Tue, 14/01/2025 13:03 - Gretel Hitchcock clicked 'start' button to view the Residential Rental Agreement

Tue, 14/01/2025 13:03 - Gretel Hitchcock stamped saved signature the Residential Rental Agreement

Tue, 14/01/2025 13:03 - Gretel Hitchcock submitted the Residential Rental Agreement

AGREEMENT END

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 28 November 2025 12:04 PM

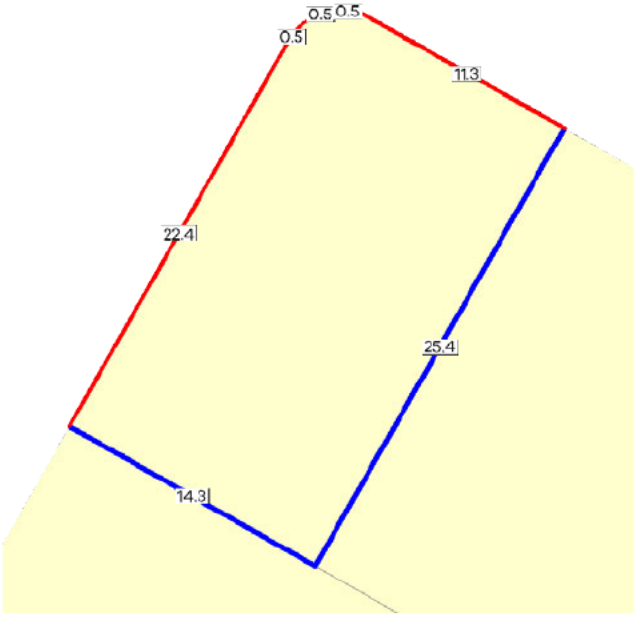
PROPERTY DETAILS

Address:	**4 SOVEREIGN GARDENS KANGAROO FLAT 3555**
Lot and P an Number:	**Lot 31 PS614432**
Standard Parce dentifier (SP):	**31\PS614432**
Loca Government Area (Counci):	**GREATER BENDIGO**
Counci Property Number:	**231019**
Directory Reference:	**Vicroads 612 K5**

www.bendigo.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 362 sq. m
Perimeter: 78 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

7 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

Rura Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Me bourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legis ative Counci :	**NORTHERN VICTORIA**
Legis ative Assemb y:	**BENDIGO WEST**

PLANNING INFORMATION

Property P anning detai s have been removed from the Property Reports to avoid dup ication with the P anning Property Reports from the Department of Transport and P anning which are the authoritative source for a Property P anning information.

The P anning Property Report for this property can found here - P anning Property Report

P anning Property Reports can be found via these two inks
Vicplan https://mapshare.vic.gov.au/vicp an/
Property and parcel search https://www. and.vic.gov.au/property-and-parce -search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 28 November 2025 12:04 PM

PROPERTY DETAILS

Address:	**4 SOVEREIGN GARDENS KANGAROO FLAT 3555**
Lot and P an Number:	**Lot 31 PS614432**
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Loca Government Area (Counci):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Counci Property Number:	**231019**
P anning Scheme:	**Greater Bendigo** Planning Scheme Greater Bendigo
Directory Reference:	**Vicroads 612 K5**

UTILITIES

Rura Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Me bourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legis ative Counci :	**NORTHERN VICTORIA**
Legis ative Assemb y:	**BENDIGO WEST**

OTHER

Registered Aborigina Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential

Note: labels for zones may appear outside the actual zone please compare the labels with the legend.

Planning Overlays

No planning overlay found

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an area of cultural heritage sensitivity.

Areas of cultural heritage sensitivity are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, areas of cultural heritage sensitivity are one part of a two part trigger which require a cultural heritage management plan be prepared where a listed high impact activity is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



Aboriginal Cultural Heritage

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

P anning scheme data ast updated on 28 November 2025.

A **planning scheme** sets out po icies and requirements for the use, deve opment and protection of and.
This report provides information about the zone and over ay provisions that app y to the se ected and.
nformation about the State and oca po icy, particu ar, genera and operationa provisions of the oca p anning scheme that may affect the use of this and can be obtained by contacting the oca counci
or by visiting https://www.p anning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
t does not inc ude information about exhibited p anning scheme amendments, or zonings that may abut the and.
To obtain a P anning Certificate go to Tit es and Property Certificates at Landata - https://www. andata.vic.gov.au

For deta i s of surrounding properties, use this service to get the Reports for properties of interest.

To view p anning zones, over ay and heritage information in an interactive format visit https://mapshare.vic.gov.au/vicp an/

For other information about p anning in Victoria visit https://www.p anning.vic.gov.au

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native p ants that are indigenous to Victoria and important for biodiversity might be present on this property. This cou d inc ude trees, shrubs, herbs, grasses or aquatic p ants. There are a range of regu ations that may app y inc uding need to obtain a p anning permit under C ause 52.17 of the oca p anning scheme. For more information see Native Vegetation (C ause 52.17) with oca variations in Native Vegetation (C ause 52.17) Schedu e

To he p identify native vegetation on this property and the app ication of C ause 52.17 p ease visit the Native Vegetation Regu ations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or p ease contact your re evant counci .

You can find out more about the natura va ues on your property through NatureKit NatureKit (environment.vic.gov.au)

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HISTORIC MINING ACTIVITY
Form No. 692

28 November, 2025

Property Information:

Address: 4 SOVEREIGN GARDENS KANGAROO FLAT 3555

It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

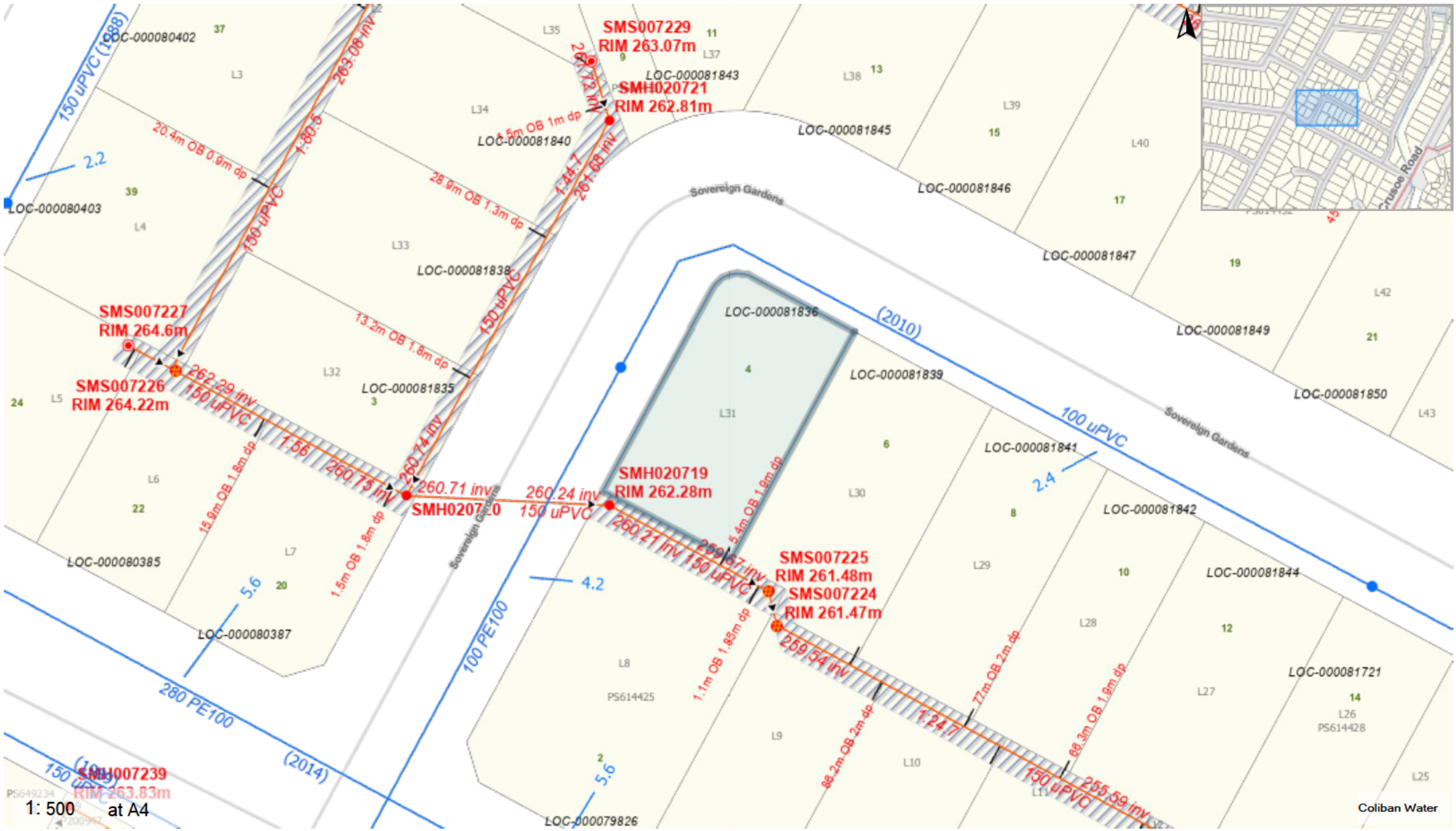
NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

4 Sovereign Gardens, Kangaroo Flat

Date: 28/11/25



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