



27 September 2024

Eltham Property Pty Ltd ATF Healesv
261 Ogradys Road
PHEASANT CREEK VIC 3757

RENEWAL CERTIFICATE

Please be advised that your current policy will expire at midnight on the due date above.

Please find attached our offer to renew your policy on the basis of the details shown above and on the enclosed certificate(s).

If any changes to the certificate(s) are required, please let us know, if we are not advised of any changes, we will assume the details shown on the certificate(s) are accurate.

Please arrange to make payment for this policy using the payment options listed below. If you do not pay on time your policy may be cancelled. We reserve the right to alter our offer to continue cover and the terms of our renewal offer if changes to the certificate(s) are required or new information comes to light.

If you do not want to renew your policy please contact us on 1300 934 934 to arrange this.

Your WFI Contact

Jessica Roberts

P 0448 337 996

E clientservice@wfi.com.au

P 1300 934 934 F 1300 797 544

WFI

Reply Paid 16213

COLLINS STREET WEST VIC 8007

TYPE OF INSURANCE	
COMMERCIAL PLAN	
PERIOD OF INSURANCE (EXPIRES MIDNIGHT)	
31 October 2024 to 31 October 2025	
CLIENT NAME	
Eltham Property Pty Ltd ATF Healesv	
CLIENT NUMBER	PREMIUM
C366765	\$2,862.81
POLICY NUMBER	ESL/FSL
05 CPL 4205052	\$.00
Tax Invoice When payment is made, this schedule can be used as a Tax Invoice for Australian GST purposes. "If you are registered for GST purposes, your input tax credit entitlement is or is based on the GST amount shown. Please note that, in accordance with the GST law relating to insurance premiums the GST amount may be less than 1/11th of the Total Amount Payable".	GST
	\$286.30
	GOVERNMENT STAMP DUTY
	\$286.89
	TOTAL AMOUNT PAYABLE
	\$3,436.00
	DUE DATE
	31/10/24

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as WFI (WFI)

WFI Payment Slip Please do not remit cash by post.

	Biller code	172171	
	Ref:	42050526	
Use BPay to pay from your bank account, credit or debit card.		 Please call 1300 934 934 for all credit card payments.	
Eltham Property Pty Ltd ATF Healesv			
CLIENT NUMBER	POLICY NUMBER	DUE DATE	TOTAL AMOUNT PAYABLE
C366765	05 CPL 4205052	31/10/24	\$3,436.00
WFI Office Use Only: REN: 03 AM: 3203 AGENT: 05 9999905			

Important Notes

To help you understand how your renewal premium compares to last year, we have included a comparison below.

Premium Comparison

	Last Year *	This Year
Premium	\$2807.42	\$2862.81
ESL/FSL	\$.00	\$.00
GST	\$280.75	\$286.30
Government Stamp Duty	\$308.83	\$286.89
Total	\$3397.00	\$3436.00

* Last year's premium represents the amount you were charged for your insurance policy at the beginning of the last policy term plus or minus any changes you made throughout the policy term.

Changes to your premium

Your premium is based on the possibility of a claim against your policy, and may change if the general cost to protect our customers changes. For information on how your insurance premium is calculated, please contact us to discuss.

To learn more about general premium calculations you may refer to the Insurance Council of Australia website.

<http://understandinsurance.com.au/premiums-explained>

Location: 288 Maroondah Highway

HEALESVILLE 3777

Risk: 001/001 Business property damage Effective: 31/10/24

Choice of Repairer - Where vehicles are covered,
you have a choice of repairer.
Please refer to your policy documents for details.

Excess: \$500 or as shown in the policy, whichever is greater

Insured: Eltham Property Pty Ltd ATF Healesville and Eltham Property Trust.

Business: PROPERTY OWNER - HAIRDRESSER/NAIL SALON/APARTMENT

Property insured:

Sum insured:

Buildings:

Building

\$1,007,936 (replacement)

Garage

\$7,859 (replacement)

Total sum insured for Buildings

\$1,015,795

Additional benefits:

Demolition, clearing of debris

\$30,000

Special conditions:

Optional Benefit:

Flood Cover included

Premium	\$1859.88
GST	\$185.99
Government Stamp Duty	\$184.13
Total Amount Payable	\$2230.00

Risk: 001/002 Business legal liability

Effective: 31/10/24

Excess:

Damage to property

\$500

Insured: Eltham Property Pty Ltd ATF Healesville and Eltham Property Trust.

Business: PROPERTY OWNER - HAIRDRESSER/NAIL SALON/APARTMENT

Important Note

WFI will now require You to estimate payments for the services of
contractors/sub-contractors or labour hire that may be engaged by

You in your Business. Your estimate does not need to include payments arising out of the activities of contractors/ sub-contractors or labour hire engaged by You for the purpose of maintaining Your Business equipment or Business Premises. Please review current estimated payments shown above and contact WFI to make appropriate amendments if required.

Limit of Indemnity:

Limit any one Occurrence	\$10,000,000
Property in Your physical or legal control	\$250,000
Aggregate limit for product liability	NO COVER
Aggregate limit for pollution liability	\$10,000,000

Special conditions:

No cover for product liability

Premium	\$621.34
GST	\$62.14
Government Stamp Duty	\$61.52
Total Amount Payable	\$745.00

Risk: 001/003 Glass breakage Effective: 31/10/24
Excess: \$500 or as shown in the policy, whichever is greater
Insured: Eltham Property Pty Ltd ATF Healesville and Eltham Property Trust.
Business: PROPERTY OWNER - HAIRDRESSER/NAIL SALON/B&B

Property insured: Sum insured:

Building: Fixed glass forming part of a building Replacement value

Contents: Fixed glass forming part of contents Replacement value

Premium	\$314.04
GST	\$31.41
Government Stamp Duty	\$34.55

CERTIFICATE
05 CPL 4205052

Page No: 5

Total Amount Payable \$380.00

Risk: 001/004 Business interruption Effective: 31/10/24
Excess: \$500 or as shown in the policy, whichever is greater
Insured: Eltham Property Pty Ltd ATF Healesville and Eltham Property Trust.

Business: PROPERTY OWNER - HAIRDRESSER/NAIL SALON/APARTMENT

Interest insured:	Sum insured:
Loss of Gross Profit	\$60,000
Accountants fees	\$5,000
Total sum insured	\$65,000
Indemnity period:	12 months

Special conditions:

Optional Benefit:
Flood Cover included

Premium	\$67.55
GST	\$6.76
Government Stamp Duty	\$6.69
Total Amount Payable	\$81.00

We're here to help you with some important information about Changes to your Commercial Plan

Your WFI Commercial Plan will be due for renewal soon. We'd like to tell you about some important changes that apply to your policy from the date of renewal, if your policy is renewed. The changes we've made to the policy terms include changes that impact cover for **Business Property Damage, Business Interruption, Domestic Workers** and **Standard Home**.

What do these changes mean for me?

We've made updates to the Plan in the Supplementary Product Disclosure Statement (SPDS) provided to you in this renewal pack. The updates set out in the SPDS include, but are not limited to, the following changes that impact cover:

- Applied an underinsurance clause to the **Business Property Damage** policy
- Made updates to our **Business Interruption** policy cover and terms
- Removed our offering of **Domestic Workers** cover
- Removed optional benefit for **Mortgage Protection for a unit** in the **Business Property Damage** policy and
- Removed optional benefit for **Mortgage Protection for a home unit** in the **Standard Home** policy

These changes will apply to you if you renew your policy and have cover under the relevant impacted policies.

What do I need to do?

Please read your Certificate of Insurance and the enclosed SPDS along with the PDS applicable to your policy, carefully to ensure you are aware of the cover provided, the detail of the changes to your policy, and you understand what you may or may not be covered for.

We're here to help

Should you have any questions about your insurance, please contact your local WFI representative or call us on 1300 934 934.

Yours sincerely

WFI



Supplementary Product Disclosure Statement

SPDS Edition 1

This Supplementary Product Disclosure Statement (SPDS) was prepared on 4 June 2024 and will apply to all policies under the **WFI Commercial Plan Product Disclosure Statement** (Preparation date: 29 February 2024) version WFIPLPDS 09 0224 (PDS) with a new business effective date on or after 2 September 2024, or with a renewal effective date on or after 2 September 2024.

The information in this SPDS updates the terms contained in the PDS and should be read with the PDS and any other applicable SPDS. These documents together with Your Certificate of Insurance make up the terms and conditions of Your insurance contract with Us. Your current Certificate of Insurance outlines the cover You have chosen.

Changes to Your PDS

Change 1: Addition of underinsurance clause to the 'Important information applying to all policies' section

Your PDS is amended by inserting the following additional clause in the 'Important information applying to all policies' section in this Plan, directly after the 'Applying for insurance cover' section on page 5:

Underinsurance

It is Your responsibility to ensure that the sums insured nominated under this Plan are adequate. Sums insured should reflect an appropriate value based on how loss is calculated in the event of a claim. If sums insured are not adequate, claims may not be paid in full.

The Business property damage policy in this Plan contains an underinsurance provision which applies if You insure for less than 80% of the applicable Full Insurable Value. Where underinsurance applies, We will reduce the amount We pay You in the event of a claim, taking into account the proportion of the underinsurance as set out in the Business property damage policy.

You should review the adequacy of sums insured periodically during the Period of Insurance and prior to renewal each year and adjust where necessary. Inadequate sums insured can present significant issues of financial hardship. If You are unable to determine the appropriate sums insured for Your property, We recommend You seek professional assistance.

Change 2: Addition of Full Insurable Value definition to the 'General definitions applying to words We use in this Plan' section

Your PDS is amended by inserting the following additional defined term to the 'General definitions applying to words We use in this Plan', directly after the term 'Flood' on page 16:

Full Insurable Value means the amount that would be required as the sum insured, sufficient to enable Us to fully indemnify You under the Business property damage policy in the event of a total loss in accordance with the method of calculation shown on the Certificate of Insurance and outlined in the 'What We pay if property is damaged or destroyed' section on pages 20-21.

Change 3: Removal of 'Mortgage protection for a unit' from Business property damage policy

Your PDS is amended by:

- a) removing 'Mortgage protection for a unit' from the Business property damage policy table of contents on page 18; and
- b) deleting the entirety of the option 'Mortgage protection for a unit' under the 'Optional benefits' from page 23 of the Business property damage policy.

Change 4: Addition of underinsurance clause to the Business property damage policy

Your PDS is amended by inserting the following additional clause in the Business property damage policy, within the 'Special conditions' section, directly after the 'Unoccupied Business Premises' clause on page 24:

Underinsurance

The sums insured shown on the Certificate of Insurance for Your Buildings, Other Property and Stock at the Business Premises should reflect their Full Insurable Value.

For Buildings or Other Property, this value will depend on whether 'Indemnity' or 'Replacement' are shown on the Certificate of Insurance as the method of claim payment calculation for that property. What the 'Indemnity' and 'Replacement' methods mean are detailed in the section 'What We pay if Your property is damaged or destroyed' in this policy.

For Stock, this value should reflect the wholesale cost to replace the Stock.

In the event that:

- there is physical loss or physical damage that is insured under this policy to Buildings, Other Property or Stock; and
- the sum insured shown on the Certificate of Insurance for the relevant property is less than 80% of the Full Insurable Value of that property at the time of the loss or damage,

We will not be liable for more than that proportion of the loss or damage that the sum insured for that property bears to 80% of the Full Insurable Value of that property at the time of the loss or damage.

This Underinsurance clause will not apply if the loss or damage claimed does not exceed 10% of the sum insured shown on the Certificate of Insurance for Buildings, Other Property or Stock, as relevant.

Nothing in this clause increases Our liability above the applicable sum insured.

Claim payment example

This claim payment example shows how a claim settlement is calculated when the Underinsurance clause is applied. This is an example only of a claim settlement calculation where there is only damage to a Building. Any claim outcome or settlement will depend on the cover and sums insured under the Plan and the facts of each claim.

Building Full Insurable Value = \$200,000
80% of the Full Insurable Value = \$160,000
Building sum insured = \$144,000

If an insured event occurs that causes \$100,000 damage, We would pay:

$\$100,000 \times \$144,000 / \$160,000 = \$90,000$

So We would pay \$90,000 of the \$100,000 loss amount (less any applicable Excess), for the claim in this scenario, assuming no exclusions apply.

Change 5: Amendments to the 'What You are insured against' section of the Business interruption policy

Your PDS is amended by deleting all the terms in the Business interruption policy under the heading 'What You are insured against' on page 26 and replacing those terms with the following:

This policy insures You against loss of Gross Profit due to a reduction in Turnover as a consequence of interruption to the Business that commences during the Period of Insurance as a result of:

- physical loss of or physical damage to a Building, Vehicle, Stock or Other Property (as those terms are defined in the policy) for which We have paid or agreed to pay a claim under Our Business property damage policy, or would have paid a claim had that property been insured under that policy in this Plan; or
- Accidental loss of, Accidental damage to or theft of General Property, Stock or Other Property (as those terms are defined in the policy) for which We have paid or agreed to pay a claim under Our General property policy, or would have paid a claim had that property been insured under that policy in this Plan; or
- breakage of fixed glass for which We have paid or agreed to pay a claim under Our Glass breakage policy, or would have paid a claim had that property been insured under that policy in this Plan; or
- physical loss of or physical damage to Stock and Other Property for which We have paid or agreed to pay a claim under Our Burglary and theft policy, or would have paid a claim had that property been insured under that policy in this Plan.

Change 6: Amendments to the 'Additional benefits We pay for a first or second formula payment' section of the Business interruption policy

Your PDS is amended by:

- a) deleting the first paragraph under the heading 'Additional benefits We pay for a first or second formula payment' on page 27 of the Business interruption policy and replacing those terms with the following:

We only pay a claim for these additional benefits if We have, or would have paid a claim under the following policies in this Plan:

- Business property damage policy for physical loss of or physical damage to a Building, Vehicle, Stock or Other Property; or
- General property policy for Accidental loss of, Accidental damage to or theft of General Property, Stock or Other Property; or
- Glass breakage policy for breakage of fixed glass; or
- Burglary and theft policy for physical loss of or physical damage to Stock and Other Property.

- b) deleting the second paragraph in the 'Commercial complexes' clause within the 'Additional benefits We pay for a first or second formula payment' section on page 27 of the Business interruption policy, and replacing that paragraph with the following:

We do not pay for any loss sustained by the Business as a consequence of that damage, unless it extends for a period greater than 48 hours.

We pay up to 20% of the sum insured shown on the Certificate of Insurance for this additional benefit.

- c) deleting the last paragraph in the 'Public utilities extension' clause within the 'Additional benefits We pay for a first or second formula payment' section on page 27 of the Business interruption policy.

- d) deleting the last paragraph in the 'Prevention of access to the Business Premises' clause within the 'Additional benefits We pay for a first or second formula payment' section on page 27 of the Business interruption policy, and replacing that paragraph with the following:

We pay up to 20% of the sum insured shown on the Certificate of Insurance for this additional benefit.

- e) deleting the last paragraph in the 'Storage sites' clause within the 'Additional benefits We pay for a first or second formula payment' section on page 27 of the Business interruption policy.

- f) deleting the last paragraph in the 'Suppliers' and customers' premises' clause within the 'Additional benefits We pay for a first or second formula payment' section on page 27 of the Business interruption policy.
- g) inserting the following additional clauses in the Business interruption policy, within the 'Additional benefits We pay for a first or second formula payment' section, directly after the 'Suppliers' and customers' premises', clause on page 27:

Murder, suicide and infectious disease

We treat any closure or evacuation of the whole or part of the Insured Premises by order of a competent public authority consequent upon:

- a Human Infectious or Contagious Disease at the Insured Premises, not otherwise excluded under the Plan;
- the discovery of vermin or pests or defects in the drains of other sanitary arrangements at the Insured Premises;
- poisoning directly caused by the consumption of food or drink provided on the Insured Premises; or
- murder or suicide occurring in or at the Insured Premises,

occurring during the Period of Insurance as physical loss of or physical damage to a Building under Our Business property damage policy.

Provided that:

- for the avoidance of doubt, the exclusion '2. Communicable diseases' within the 'General exclusions applying to all policies except the Domestic workers (WA only) policy' section of the Plan applies to the cover provided by this additional benefit; and
- the maximum amount payable under this additional benefit in the aggregate for the Period of Insurance is \$250,000 unless otherwise specified in the Certificate of Insurance; and
- We will not cover the first 48 hours of interruption to the Business unless otherwise specified in the Certificate of Insurance; and
- We will not pay any cost to clean up, decontaminate, disinfect, remove, replace, monitor and/or test for any diseases, conditions, or circumstances described in this additional benefit.

For the purpose of this additional benefit only the following definitions apply:

Insured Premises means only the Business Premises that are directly owned, leased or controlled by You and does not include any extension to the definition of Business Premises elsewhere in the Plan or Certificate of Insurance.

Human Infectious or Contagious Disease means:

- influenza but not highly pathogenic avian influenza in humans or human influenza with pandemic potential; or
- viral gastroenteritis, norovirus and rotavirus; or
- legionnaires' disease (legionellosis).

Roads, bridges and railway lines

We treat any interruption to the Business as a result of physical loss of or physical damage, excluding by Flood, to roads, bridges and/or railway lines within Australia over which raw materials and other Stock are conveyed to or from the Business Premises occurring during the Period of Insurance, as physical loss of or physical damage to Other Property under Our Business property damage policy.

We will not be liable for any loss unless the interruption to the Business covered by this additional benefit extends for a period greater than 48 hours.

The most We will pay under this additional benefit is 20% of the Gross Profit sum insured shown on the Certificate of Insurance.

Computer installation

We treat any physical loss of or physical damage to property which a claim would have been payable under Our Business property damage policy, if such property had been insured under this Plan, resulting in interruption to the Business as a consequence of physical loss of or physical damage to computer installations, including ancillary equipment and data processing media utilised by You anywhere in Australia.

We do not pay for any loss sustained by the Business as a consequence of that damage, unless it extends for a period greater than 48 hours.

We pay up to 20% of the sum insured shown on the Certificate of Insurance for this additional benefit.

Change 7: Amendment to 'Variable Costs' definition in the Business interruption policy

Your PDS is amended by deleting the definition of the 'Variable Costs' in the section 'Special definitions of words used in this policy' on page 28 and replacing it with the following:

Variable Costs means:

- wages (where permanent wages have not been declared as included in Gross Profit); and
- costs,

of the Business which vary in direct proportion to Turnover.

Change 8: Removal of 'Mortgage protection for a unit' from Standard home policy

Your PDS is amended by:

a) removing 'Optional benefit' and 'Mortgage protection for a home unit' option from the Standard home policy table of contents on page 65; and

b) deleting:

- the heading 'Optional benefit'; and
- the entirety of the option 'Mortgage protection for a home unit'

from page 73 from the Standard home policy.

Change 9: Removal of Domestic workers policy

a) Your PDS is amended by deleting the entirety of the section 'Domestic workers policy (WA only)'.

b) Your PDS is also amended by:

- under 'How the Commercial Plan works' on page 1, deleting:
 - paragraph 6 under 'About the insurer and WFI';
 - the words '(Note: the General exclusions do not apply to the Domestic workers (WA only) policy. See the Domestic workers (WA only) policy for details about the exclusions applicable to it)' from the first bullet point under 'Understanding the significant features and benefits'; and
 - 'Domestic workers (WA only)' under 'Policies You can choose from'.
- deleting the entirety of the section 'Domestic workers policy (WA only)' in the 'Summary of contents' on page 3.
- deleting the words '(except for the Domestic workers (WA only) policy – see that policy for information about the exclusions applicable to it)' from paragraph 1 under 'The agreement between You and Us' under 'Important information applying to all policies' on page 5.
- in the section 'General exclusions applying to all policies except the Domestic workers (WA only) policy' on pages 12-14, deleting the following words wherever they appear:
 - 'Domestic workers policy (WA only)'
 - 'except the Domestic workers (WA only) policy'
 - 'except for the Domestic workers (WA only) policy'
 - 'the Domestic workers'
- deleting paragraph 2 under 'What is not insured by the policies in this Plan' under the 'General exclusions applying to all policies except the Domestic workers (WA only) policy' on page 12.

This SPDS is issued by the Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681
trading as WFI



Financial Services Guide

General Information

This document and a separate document titled "Financial Services Guide – Your Authorised Representative" make up the Financial Services Guide.

About this Financial Services Guide

The purpose of this Financial Services Guide (FSG) is to help you make an informed decision about whether to use the financial services we can provide to you. It also sets out information and details required by law to be included in an FSG.

For example, this FSG contains information about the services we can offer you, how we and other persons or organisations are remunerated in relation to the services offered and information about how we deal with complaints.

References in this FSG to 'we', 'our' or 'us' are references to the Authorised Representative.

Other documents we may give you

When we provide you with financial services as a retail client, we may give you:

- A General Advice Warning to let you know that any recommendation we have made is of a general nature and does not take your personal needs, objectives or financial situation into account.
- A Product Disclosure Statement (PDS) or Policy Wording before or at the time you acquire any of our products. These documents contain information on the benefits and significant characteristics of the product and are aimed to assist you in making an informed decision about whether to buy it or not.

About WFI

WFI is a trading name of Insurance Australia Limited (ABN 11 000 016 722) (WFI).

WFI is an Australian Financial Services Licensee (AFSL No. 227681). It is authorised to deal in and provide general advice in relation to general insurance products.

Distribution of this FSG has been authorised by WFI.

About the Authorised Representative

WFI has authorised the Authorised Representative to act on its behalf to provide general advice on and arrange for the issue, variation, or disposal of, general insurance products issued by WFI and Insurance Australia Limited in accordance with WFI guidelines (WFI products).

About the services we provide

We will give you factual information about the general insurance products WFI issues and we may make a general recommendation or give an opinion about the general insurance products. We do this without consideration of your specific individual objectives, financial situation or needs. This is a general advice service. When providing general advice we do not act on your behalf.

You need to consider the appropriateness of any information or advice we give you, having regard to your personal needs, objectives or financial situation, before acting on it. You should also refer to the policy documentation we give you (including the PDS) in deciding whether to acquire the products.

If you apply to buy one of WFI's products, we will collect information from you for the purpose of WFI deciding whether to give you insurance, and if so, on what terms. If WFI agrees to issue the relevant insurance it will use the information to manage your and its rights and obligations under the insurance.

We can also assist you with the variation, cancellation or renewal of your WFI products.

How we are remunerated

Our remuneration

When WFI issues a general insurance product to you, it will charge you a premium for that product based on your risk profile and circumstances. The total amount you will pay is the premium plus any amount payable in relation to stamp duty, GST, fire services levy, or other government charges, taxes, fees or levies. WFI staff receive an annual salary that may include bonuses or other incentives based on performance criteria.

We receive remuneration from WFI for insurance policies that we arrange for it (including renewal and some variations that increase the premium payable). It is calculated as a percentage of the premium paid by you and depends on the product type. It is paid to us at the end of the month in which the policy is issued.

We may also receive remuneration from WFI paid at the end of each financial year. These payments are calculated as a percentage of the annual premium paid for WFI products and depend on our performance against sales and profit based factors such as annual premium and profit targets.

WFI may introduce incentive schemes from time to time which may entitle us to benefits based on sales related factors (e.g volume of sales of WFI products).

We may also receive termination benefits up to 12 months after we are no longer an Authorised Representative of WFI. The amount of the benefit will be calculated in consideration of the remuneration we would normally receive as described above and the length of time that we acted as an Authorised Representative of WFI.

These amounts are usually paid to the legal entity under which we operate. It is important to note that any remuneration that we receive is not charged directly to you.

Referrals

Any remuneration paid to third party referrers is not charged directly to you. Where you have been referred to WFI by a third party and you decide to acquire a general insurance product from WFI, it may pay the referrer. The payment amount depends on the product type, premium and the specific arrangement entered into with that referrer. The remuneration may also be paid on renewal and premium adjustments.

If WFI is unable to provide a product to you, we may refer you elsewhere in the Insurance Australia Limited group or to another Australian Financial Services licensee. If you enter into an insurance policy, we may receive a payment for the referral. The payment amount may depend on the product type, premium and arrangement with that licensee.

More information

If you would like more information about the remuneration that we or referrers receive, please ask us. This request should be made within a reasonable time after this FSG is provided to you and before we provide you with a financial service to which this FSG relates.

If you have a complaint

Complaints Handling Procedures

To access our Complaints Handling Procedures, simply contact your Authorised Representative, Client Service Team or the Claims Officer handling your claim.

If you have a complaint, we will do everything possible to resolve the matter on your initial contact with us. If your complaint is not resolved, we will treat it as a dispute and will enter it into our Internal Dispute Resolution process. The complaint will then be considered by a designated Internal Dispute Resolution Officer of WFI with the appropriate experience, knowledge and authority to deal with it.

Details of the Complaints Handling Procedures are set out in the brochure "Handling Complaints and Dispute Resolution Our Commitment to You" and in the "Privacy Policy". You can contact us for these or access them online at wfi.com.au.

External Dispute Resolution

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

AFCA is independent and administers the external segment of the general insurance industry's alternative dispute resolution scheme, approved by the Australian Securities and Investments Commission.

Time limits may apply to lodge a complaint with AFCA, as such you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Compensation Arrangements

The *Corporations Act 2001* (Cth) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of this Act, unless an exemption applies. Our licensee is exempt from this requirement because it is an insurance company supervised by the Australian Prudential Regulation Authority and subject to the prudential requirements of the *Insurance Act 1973* (Cth).

Contact Details

You may apply for, vary or cancel your financial product, give us instructions or make a complaint by contacting your Authorised Representative. Alternatively, call **1300 934 934** or visit wfi.com.au to contact your local office.

Queensland, New South Wales and A.C.T

PO Box 712, Toowong QLD 4066

Victoria, Tasmania and South Australia

PO Box 16213 Collins St West, Melbourne Vic 8007



Financial Services Guide

Your Authorised Representative

This document and a separate document titled "Financial Services Guide – General information" make up the Financial Services Guide.

About WFI

WFI has a long and proud history of serving the Australian community. WFI has grown throughout its history by giving clients high levels of personal service from well trained insurance professionals, and striving to provide a fast, efficient claims settlement service. This cornerstone of the business has been complemented by the introduction of a range of insurance plans which provide innovative solutions to many insurance requirements.

Our Products

WFI specialises in offering a wide range of insurance products for business owners, tradespeople, farmers and strata complex managers. Your Authorised Representative can assist you with:

- Farm insurance
- Crop insurance
- Business insurance
- Trades insurance
- Commercial strata insurance
- Residential strata insurance
- Landlord insurance
- Home and car insurance
- Other specialised products



Your Authorised Representative

Jessica Roberts (AR No.: 1298883)

Jess Roberts Insurance Services P/L

(AR No.: 1298900, ABN 28 661 464 106)

WFI has authorised your Authorised Representative to provide financial services on its behalf. This is explained in the document "Financial Services Guide – General Information".

You can contact your Authorised Representative at:

Address: Level 1, 1 Nexus Court,
Mulgrave VIC 3170

Tel: 0448 337 996

This document is dated 1 October 2022

Version number: FSGJOR01 1022



TRANSFER OF LEASE

Premises:

288 Maroondah Highway, Healesville VIC 3337

Each of the descriptions on this page has the same meaning in the following pages.

1 TRANSFER

1.1 The Old Tenant transfers the Lease to the New Tenant with all options. The New Tenant will hold the Lease from the transfer date.

1.2 If the Old Tenant is not the tenant named in the Lease, the Old Tenant promises that it has become the tenant by previous valid transfers of the Lease.

2 VALIDITY OF LEASE

The Old Tenant promises that on the transfer date the Lease and the options are valid and no changes have been made to them.

3 NEW TENANT ACCEPTS OBLIGATIONS

The New Tenant must pay the rent and do everything else required by the Lease for the remainder of the Lease and during any period it stays in possession after it ends.

4 INDEMNITY BY NEW TENANT

The New Tenant indemnifies the Old Tenant so that the Old Tenant will not be responsible for breaches of the Lease by the New Tenant.

5 OLD TENANT STILL LIABLE

Unless section 62 of the Retail Leases Act 2003 or the lease requires otherwise, this transfer does not end the obligations of the old tenant under the lease; those obligations continue until the end of the lease, but do not continue into any period of overholding after this lease ends, nor into any renewed term.

6 OLD TENANT'S GUARANTOR STILL LIABLE

Unless Section 62 of the Retail Leases Act 2003 or a Guarantee or Indemnity given by the Old Tenant requires otherwise this Transfer does not end the obligations of the Old Tenant's Guarantor under any guarantee or indemnity; those obligations continue until the end of the lease, but do not continue into any period of overholding after the Lease ends, nor unto any renewed term.

7 LANDLORD'S PROMISES

The Landlord—

7.1 Promises that if it is not the Landlord named in the Lease, it is now the person entitled to take possession of the premises if the Lease ends,

7.2 Promises that the Lease and options are valid and that no changes have been made to them,

7.3 Consents to this Transfer, and

7.4 Agrees not to take any action against the Old Tenant before the transfer date which would harm the New Tenant's rights.

8 GUARANTEE AND INDEMNITY

8.1 The New Tenant's Guarantor—

8.1.1 Guarantees that the tenant will perform all its obligations under the lease for the term and any renewed term or terms and during any period of overholding after the end of the term.

- 8.1.2 Must pay on demand any amount which the landlord is entitled to recover from the tenant under the lease whether in respect of the term, any further term or further terms or any period of overholding, and
- 8.1.3 Indemnifies the landlord against all loss resulting from the landlord having entered into this transfer of the lease whether from the tenants' failure to perform its obligations under it or from the lease being or becoming unenforceable against the tenant and whether in respect of the term, any renewed term or terms or any period of overholding.

8.2 The liability of the new tenant's guarantor will not be affected by__

- 8.2.1 The landlord granting the tenant or a guarantor time or any other indulgence, or agreeing not to sue the tenant or another guarantor;
- 8.2.2 Failure by any person named as new tenant's guarantor to sign this document,
- 8.2.3 Transfer (except in accordance with the Act, if the Act applies) or variation of the lease, but if the lease is transferred, the new tenant's guarantor obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant;
- 8.2.4 The fact that the lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
- 8.2.5 Transfer of the freehold of the premises.

8.3 The new tenant's guarantor agrees that-

- 8.3.1 the landlord may retain all money received including dividends from the tenant's bankrupt estate, and need allow the new tenant's guarantor a reduction in its liability under this guarantee only to the extent of the amount received'
 - 8.3.2 The new tenant's guarantor must not seek to recover money from the tenant to reimburse the new tenant's guarantor for payments made to the landlord until the landlord has been paid in full.
 - 8.3.3 The new tenant's guarantor must not prove in the bankruptcy or winding up of the tenant for any amount which the landlord has demanded from the new tenant's guarantor, and
 - 8.3.4 The new tenant's guarantor must pay the landlord all money which the landlord refunds to the tenant's liquidator or trustee in bankruptcy as preferential payments received from the tenant.
- 8.4 If any of the tenant's obligations are unenforceable against the tenant, then this clause is to Operate as a separate indemnity and the new tenant's guarantor indemnifies the landlord against all loss resulting from the landlord's inability to enforce performance of those obligations. The new tenant's guarantor must pay the landlord the amount of the loss resulting from the unenforceability.
- 8.5 If there is more than one person named as new tenant's guarantor, this guarantee binds them separately, together and in any combination.

9. **ACKNOWLEDGMENT BY OLD TENANT'S GUARANTOR**

The Old Tenant's Guarantor by signing this Transfer acknowledges that its obligations to guarantee the Old Tenant continue, except to the extent required by Section 62 of the Retail Leases Act 2003 or any guarantee or indemnity given by the old tenant's guarantor.

10. SIGNED COUNTERPARTS

The new tenant must provide one signed copy of this transfer for each person named on page one. This deed may consist of a number of counterparts, each of which when executed shall be an original and all counterparts together shall constitute one and the same instrument.

11. CONSENTS

The old tenant must obtain the necessary consents to the transfer, and must get the landlord to sign it. It must do so at its own expense.

12. INTERPRETATION

This Transfer is binding on—

- 12.1 individuals' executors and administrators
- 12.2 corporations' liquidators and administrators
- 12.3 anyone to whom the persons affected by this Transfer of Lease transfer their rights under it.

And in interpreting this Transfer—

- 12.4 singular words include the plural and vice versa, and
- 12.5 words expressed in one gender include all genders.
- 12.6 "GST" has the same meaning as when used in the GST Act and "GST Act" means a A New Tax System (Goods and Services Tax) Act 1999, and
- 12.7 "Tenant" means the person from time to time holding the premises as tenant under the lease and includes (without limitation) the new tenant.

13. OBLIGATIONS JOINT AND INDIVIDUAL

If any person named on page one is made up of more than one individual or corporation, they must all perform their obligations under this Transfer jointly and each individual must also perform them.

14. GST

- 14.1 Expression used in this clause an in the GST Act have the same meanings as when used in The GST Act.
- 14.2 Amounts payable and consideration provided under or in respect of this transfer of lease are GST exclusive.
- 14.3 The recipient of a taxable supply made under or in respect of this transfer of lease must pay to the supplier, at the time the consideration for this supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party' entry into this document.
- 14.4 An amount payable by a party in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the first party under clause 14.3 on account of the landlord's GST liability.
- 14.5 A party is not obliged, under clause 14.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

Executed as a Deed

Dated: 30 / 04 / 2025

LANDLORD

EXECUTED by HEALESVILLE AND ELTHAM)
PROPERTY PTY LTD ACN 662 095 052 in)
accordance with section 127 of the Corporations Act)
2001 (Cth):

Director
Full Name:

Sole

Director

Full name: Anthony De Pietro

By signing above, each director or secretary (as applicable) consents to electronic signing of this document (in whole or in part), represents that they hold the position and are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its signing under section 127(1) of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

OLD TENANT

EXECUTED by VI NHI PTY LTD ACN 662 450)
197 in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Director

Full Name: QUYNH PHUONG NHI PHAM

Director

Full name:

By signing above, each director or secretary (as applicable) consents to electronic signing of this document (in whole or in part), represents that they hold the position and are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its signing under section 127(1) of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

OLD TENANT'S GUARANTOR/S

SIGNED SEALED and DELIVERED by Quynh)
Phuong Nhi Pham in the presence of)

Signature of Quynh Phuong Nhi Pham

Signature of Witness


(Print) Full Name of Witness

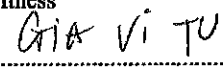
By signing above, each signatory consents to the electronic execution of this document (in whole or in part). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

The witness confirms that where this document was signed in counterpart and witnessed in real time over audio visual link in accordance with section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic), the witness is satisfied that this document signed as witness is the same document, or a copy of the document, signed by the individual signatory.

SIGNED SEALED and DELIVERED by Thi)
Hong Phuong Cao in the presence of:)


Signature of Thi Hong Phuong Cao


Signature of Witness


(Print) Full Name of Witness

By signing above, each signatory consents to the electronic execution of this document (in whole or in part). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

The witness confirms that where this document was signed in counterpart and witnessed in real time over audio visual link in accordance with section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic), the witness is satisfied that this document signed as witness is the same document, or a copy of the document, signed by the individual signatory.

NEW TENANT

EXECUTED by LIZ & AMY PTY LTD ACN 684)
265 932 in accordance with section 127 of the)
Corporations Act 2001 (Cth):)


Director

Full Name: DUY THI THUY NGUYEN

Director

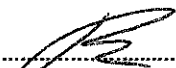
Full name:

By signing above, each director or secretary (as applicable) consents to electronic signing of this document (in whole or in part), represents that they hold the position and are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its signing under section 127(1) of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

NEW TENANT'S GUARANTOR/S

SIGNED SEALED and DELIVERED by Duy Thi)
Thuy Nguyen in the presence of:)


Signature of Duy Thi Thuy Nguyen


Signature of Witness

VO DAI SINH & ASSOCIATES
Ryan Vo LLB
(Print) Full Name of Witness
67A Barkly St.
Footscray VIC 3011

Tel: (03) 93961081 - 0423359140

By signing above, each signatory consents to the electronic execution of this document (in whole or in part). The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

The witness confirms that where this document was signed in counterpart and witnessed in real time over audio visual link in accordance with section 12 of the Electronic Transactions (Victoria) Act 2000 (Vic), the witness is satisfied that this document signed as witness is the same document, or a copy of the document, signed by the individual signatory.

**DISCLOSURE STATEMENT—ASSIGNED LEASE WHERE ONGOING
BUSINESS**

by the tenant under section 61(5A) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Tenant if a lease assignment referred to in section 61(5A) of the **Retail Leases Act 2003** is proposed. The statement should be provided to the Landlord and Proposed assignee.

Before the Tenant requests the Landlord's consent to the assignment, the Tenant must give the Proposed assignee a copy of the Landlord's disclosure statement and details of changes that have affected the information in that statement since it was given to the Tenant (see section 61(3) of the **Retail Leases Act 2003**).

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Proposed assignee to obtain independent legal and financial advice before taking an assignment of a retail premises lease.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

**DISCLOSURE STATEMENT
by the Tenant**

Landlord:	HEALESVILLE AND ELTHAM PROPERTY PTY LTD (ACN: 662 095 052) of 2 Sherbourne Road, Briar Hill, VIC 3088
Tenant:	VI NHI PTY LTD (ACN: 662 450 197) of 228B Maroondah Highway, Healesville VIC 3377
Guarantor:	QUYNH PHUONG NHI PHAM of 51 Berkshire Road, Sunshine North VIC 3020
Assignee:	LIZ & AMY PTY LTD (ACN 684 265 932) of 17 Pinewood Crescent, Cairnlea VIC 3023
Assignee Guarantor:	DUY THI THUY NGUYEN of 17 Pinewood Crescent, Cairnlea VIC 3023
Premises:	288 MAROONDAH HIGHWAY, HEALESVILLE VIC 3777

6.2 Are there any alteration or demolition works, planned or known to the tenant at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

☐ Yes

☒ No

6.3 Are there any alteration or demolition works, planned or known to the tenant at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

☐ Yes

☒ No

PART 2 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

5 Acknowledgements by tenant

By signing this disclosure statement, the tenant confirms and acknowledges that:

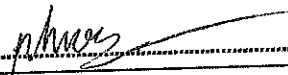
- this disclosure statement contains all representations in relation to the proposed lease and ongoing business by the tenant and the tenant's agents as at the date of this disclosure statement;
- the tenant has not knowingly withheld information that may materially affect the proposed assignee's ongoing business.

6 Tenant's signature

6.1 Name of tenant

VI NHI PTY LTD (ACN: 662 450 197)

6.2 Signed by the tenant or the tenant's agent for and on behalf of the tenant

X..... 

6.3 Name of the tenant's authorised representative or tenant's agent
[insert name of person signing with the authority of the tenant]

6.4 Date: 24 / 4 / 2025

PART 3 PROPOSED ASSIGNEE ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by the proposed assignee

By signing this disclosure statement, the proposed assignee confirms and acknowledges that the proposed assignee received this disclosure statement.


8 Proposed assignee's signature

It is important that a proposed assignee seek independent legal and financial advice before taking assignment of a lease.

8.1 Name of proposed assignee & Name of proposed Guarantors

LIZ & AMY PTY LTD (ACN 684 265 932)

8.2 Signed by the proposed assignee or for and on behalf of the proposed assignee

x 

8.3 Name of the proposed assignee's authorised representative

DUY THI THUY NGUYEN
[insert name of person signing with the authority of the proposed assignee]

8.4 Date 08/04 / /2025

PART 4 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

9 Acknowledgements by landlord


By signing this disclosure statement, the landlord confirms and acknowledges that the landlord received this disclosure statement.

10 Landlord's signature

10.1 Name of landlord

HEALESVILLE AND ELTHAM PROPERTY PTY LTD (ACN: 662 095 052)

10.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x 

10.3 Name of the landlord's authorised representative or landlord's agent

x 
[insert name of person signing with the authority of the landlord]

30/04/2025

Renewal and Variation of Lease

**288 Maroondah Highway, Healesville VIC
3777**

BETWEEN

**HEALESVILLE AND ELTHAM PROPERTY
PTY LTD (ACN 662 095 052)**

AND

VI NHI PTY LTD (ACN 662 450 197)

AND

**QUYNH PHUONG NHI PHAM and THI HONG
PHUONG CAO**

KYRIACOU LAWYERS
Suite 2 / Level 1,
86 Grimshaw Street
GREENSBOROUGH VIC 3088
Telephone: +61 3 9435-2888
Facsimile: +61 3 9435-3528
SK2024/2769

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Parties

HEALESVILLE AND ELTHAM PROPERTY PTY LTD (ACN 662 095 052) of 2 Sherbourne Road,
Briar Hill VIC 3088

(Landlord)

VI NHI PTY LTD (ACN 662 450 197) of 288B Maroondah Highway, Healesville VIC 3777

(Tenant)

QUYNH PHUONG NHI PHAM and **THI HONG PHUONG CAO** both of 51 Berkshire Road,
Sunshine North VIC 3020

(Guarantors)

Background

- A. The Tenant was assigned the lease of the Premises with the consent of the Landlord pursuant to the terms of the Lease on 16 May 2023.
- B. The parties have agreed to renew the Lease for a further term of three (3) years commencing on 2 December 2023 and ending on 1 December 2026 (**Term**).
- C. The parties have agreed to vary the Lease as set out in this Deed.
- D. The parties have agreed to enter into this Deed to record the terms of the New Lease for the Term.

Terms and Conditions

1 Definitions

- 1.1 In this Deed unless specified to the contrary:

Business Day means any day other than a Saturday, Sunday or a designated Victorian Public Holiday.

Deed means this deed executed by the parties.

Lease means the lease of the Premises between the Gillian Margaret Driessen (former landlord) and Daniel Phamos & Thi Huong Dang (former tenants) undated and commencing 2 December 2020 and the deed of assignment by the Landlord to the Tenant and Guarantors dated 16 May 2023, a copy of which is attached hereto at Annexure A.

New Lease means the lease for the Premises between the Landlord, the Tenant and the Guarantors granted pursuant to this Deed.

Premises means the premises described in the Lease.

Reference Schedule means the reference schedule to the Lease.

2 The Renewal

- 2.1 The Landlord leases the Premises to the Tenant for the Term on the same terms and conditions as the Lease, subject to the variations in clause 3 of this Deed.
- 2.2 The Tenant occupies the Premises under the Lease, with only those changes necessary for the Lease to apply to this Deed except that the Renewal Clause is deleted and with effect on and from the Commencing Date, the Lease is varied by the Variations.

- 2.3 All provisions of the Lease other than those affected by this Deed remain unchanged and continue in full force.
- 2.4 This Deed does not affect the rights and obligations of the parties to the extent that they relate to the time before the Commencing Date.

3 Lease Variation

- 3.1 The provisions of the Lease incorporated into this Deed, *mutatis mutandis*, under clause 2.1 are varied as follows:
- (a) The following items of the Reference Schedule are deleted and replaced with the following:

Item 1	Landlord:	HEALESVILLE AND ELTHAM PROPERTY PTY LTD (ACN 662 095 052) of 2 Sherbourne Road, Briar Hill VIC 3088
Item 2	Tenant:	VI NHI PTY LTD (ACN 662 450 197) of 288B Maroondah Highway, Healesville VIC 3777
Item 3	Guarantor(s):	QUYNH PHUONG NHI PHAM and THI HONG PHUONG CAO both of 51 Berkshire Road, Sunshine North VIC 3020
Item 6	Commencement Rent:	\$22,981.80 per annum exclusive of GST plus outgoings
Item 8	Term of the Lease:	Commencing on the 2 nd day of December 2023 and ending on the 1 st day of December 2026
Item 16	Review dates: Fixed Rent Increase Percentage:	<p>Term:</p> <p>CPI review date(s): Applicable per annum on the anniversary of the Lease commencement date or 3% fixed amount increase, whichever is greater.</p> <p>Fixed review date(s) and percentage or fixed amount increases:</p> <p>3% increase per annum on the anniversary of the Lease commencement date or CPI, whichever is greater.</p> <p>Note: That the annual increase of the Rental amount is based and determined on either CPI review or Fixed review, whichever is greater.</p> <p>Further term(s):</p> <p>Market review date(s): Upon renewal for a further term, being 2 December 2026 and/or 2 December 2029</p>
Item 18	Period of Further terms:	Two (2) further terms of three (3) years each being: 02/12/2026 – 01/12/2029; and 02/12/2029 – 01/12/2032.

Item 19	Earliest and latest dates for exercising option for renewal:	Earliest date: 2 nd day of June 2026 Latest date: 2 nd day of September 2026
---------	--	---

4 Acknowledgement

- 4.1 The Tenant acknowledges that at the expiry or earlier termination of the New Lease or any lease granted pursuant to the option contained in the New Lease, the Tenant is required to make good the Premises to the same standard as at the commencement date of the Lease.

5 Guarantee provisions

- 5.1 The Guarantors consent to the Tenant entering this Deed and confirms that the guarantee and indemnity of the Tenant's obligations under the Lease is extended to the performance of the obligations of the Tenant under this Deed and the New Lease.

6 Conflict of Provisions

- 6.1 If there is an inconsistency between a provision of this Deed and a provision of the Lease then the provision of this Deed will prevail.

7 Disclosure Statement

7.1 Acknowledgement of receipt

The Tenant acknowledges having received from the Landlord a disclosure statement (in the form prescribed by the *Retail Leases Act 2003 (Vic)*) at least 21 days before the end of the Lease.

8 General Conditions

8.1 Observe and Comply with New Lease

The Landlord and the Tenant agree that they will each observe and perform the terms of the Lease as if those terms had been specified in full in this Deed.

8.2 Further Assurances

Each party must do everything necessary or desirable to give full effect to this Deed with such obligation extending to:

- (a) the signing of documents; and
- (b) the procuring, if applicable, that a party's officers, agents and/or employees do everything necessary or desirable to give full effect to this Deed (including the signing of documents).

8.3 Non-Merger of Provisions

A provision of this Deed which can and is intended to operate after its conclusion will remain in full force and effect.

8.4 Waiver

A waiver by one party of another party's default under this Deed will not constitute a release of the defaulting party's obligation to observe and perform all of its obligations under this Deed in the future.

8.5 Entire Agreement

This Deed embodies the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements, understandings and representations concerning the subject matter of this Deed.

8.6 No Amendments Without Agreement

This Deed may not be modified, discharged or abandoned unless by a document signed by the parties.

8.7 Counterparts

This Deed may be executed in two or more counterparts each of which will be deemed an original but all of which will constitute one and the same document.

8.8 Jurisdiction

This Deed is to be governed by and construed in accordance with all applicable Victorian laws and the parties must submit to the non-exclusive jurisdiction of the Victorian Courts.

8.9 Time of the essence

- (a) Time is of the essence of this Deed.
- (b) If the time for performing any obligation under this Deed expires on a non-Business Day then time is extended until the next Business Day.

9 Interpretation

9.1 In this Deed unless specified to the contrary:

- (a) time is of the essence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing any gender include all other genders;
- (d) a reference to a natural person includes a company or other corporate body and vice versa;
- (e) a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;
- (f) the obligations on the part of a party who is a natural person includes his heirs, executors, administrators and assigns; and
- (g) the obligations on the part of a party which is a company or other corporate body includes its successors and assigns.

9.2 This Deed is to be interpreted so that it complies with all applicable Victorian laws and if any provision does not comply then it must be read down so as to give it as much effect as possible however, if it is not possible to give that provision any effect at all then it is to be severed from this Deed in which case the remainder of this Deed will continue to have full force and effect.

9.3 Any obligation imposed by this Deed on two or more persons binds them jointly and each of them severally.

9.4 The Index and clause headings are for ease of reference only and are not intended to affect the construction or interpretation of this Deed.

Execution Page

EXECUTED as a Deed on the 13 day of February, 2024

Landlord

EXECUTED by HEALESVILLE AND ELTHAM)
PROPERTY PTY LTD (ACN 662 095 052) in)
accordance with section 127(1)(c) of the)
Corporations Act 2001

Signature of Anthony De Pietro
(Director and Company Secretary)

Tenant

EXECUTED by VI NHI PTY LTD (ACN 662 450)
197) in accordance with section 127(1)(c) of the)
Corporations Act 2001

Signature of Quynh Phuong Nhi Pham
(Director and Company Secretary)

Guarantors

SIGNED, SEALED and DELIVERED by the)
said QUYNH PHUONG NHI PHAM in the)
presence of:

Signature of Witness

Signature of Quynh Phuong Nhi Pham

Name of Witness
(Please print)

SIGNED, SEALED and DELIVERED by the)
said THI HONG PHUONG CAO in the)
presence of:

Signature of Witness

Signature of Quynh Phuong Nhi Pham

Name of Witness
(Please print)

Annexure A Lease and assignment deed



TRANSFER & VARIATION OF LEASE

DATED: 16 MAY 2023

LEASE: **Date:** Lease of Real Estate dated 2020
 Premises: 288 Maroodah Highway, Healesville VIC 3777
 Term: Three (3) years commencing on 2nd December 2020
 Commencing Rent: \$1,656.70 per month inclusive of GST
 Current Rent: \$1,823.95 per month inclusive of GST
 Option(s): One (1) further term of three (3) years each

LANDLORD: HEALESVILLE and PROPERTY PTY LTD (ACN: 662 095 052)
of 288 Maroodah Highway, Healesville VIC 3777

OLD TENANT: DANIEL PHAMOS and THI HUONG DANG
Both of 1/7 El Centro, Chirnside Park VIC 3116

NEW TENANT: VINHI PTY LTD (ACN: 662 450 197)
of 51 Berkshire Road, Sunshine North VIC 3020

TRANSFER DATE:

**OUTGOING
GUARANTOR:** QUANG THANGPHAM
of 1/7 El Centro, Chirnside Park VIC 3116

**NEW TENANT'S
GUARANTOR:** QUYNH PHUONG NHI PHAM
of 51 Berkshire Road, Sunshine North VIC 3020
and
THI HONG PHUONG CAO
of 51 Berkshire Road, Sunshine North VIC 3020

**SPECIAL
CONDITIONS &
VARIATIONS:**

(1) Item 1 of the Schedule to the Lease is amended as follows:

Landlord: HEALESVILLE and PROPERTY PTY LTD (ACN: 662 095 052)

(2) Item 16 of the Schedule to the Lease is amended as follows:

Review date(s):

Further term(s)

Market review date(s): Upon renewal of further term

CPI review date(s): Applicable per annum on the anniversary of the Lease commencement date or 3% fixed amount increase, whichever is greater.

Fixed review date(s) and percentage or fixed amount increases: 3% increase per annum on the anniversary of the Lease commencement date or CPI, whichever is greater.

Note: That the annual increase of the Rental amount is based and determined on either CPI review or Fixed review, whichever is greater.

(3) Item 18 of the Schedule to the Lease is amended as follows:

"Further term(s):

Three (3) further terms of three (3) years each:

1. 02.12.2023 to 01.12.2026
2. 02.12.2026 to 01.12.2029
3. 02.12.2029 to 01.12.2032"

1 TRANSFER

- 1.1 The **old tenant** transfers the lease to the new tenant with all options. The new tenant will hold the lease from the transfer date.
- 1.2 If the **old tenant** is not the tenant named in the lease, the old tenant promises that it has become the tenant by previous valid transfers of the lease.

2 VALIDITY OF LEASE

The **old tenant** promises that on the transfer date the lease and the options are valid and no changes have been made to them.

3 NEW TENANT ACCEPTS OBLIGATIONS

The **new tenant** must pay the rent and do everything else required by the lease for the remainder of the lease and during any period it stays in possession after it ends.

4 INDEMNITY BY NEW TENANT

The **new tenant** indemnifies the **old tenant** against liability for breaches of the lease by the new tenant.

5 OLD TENANT STILL LIABLE

Unless section 62 of the *Retail Leases Act 2003* or the lease requires otherwise, this transfer does not end the obligations of the **old tenant** under the lease; those obligations continue until the end of the lease, but do not continue into any period of overholding after this lease ends, nor into any renewed term.

6 OLD TENANT'S GUARANTOR STILL LIABLE

Unless section 62 of the *Retail Leases Act 2003* or the guarantee or indemnity given by the **old tenant's guarantor** requires otherwise, this transfer does not end the obligations of the **old tenant's guarantor** under any guarantee or indemnity; those obligations continue until the end of the lease, but do not continue into any period of overholding after the lease ends, nor into any renewed term.

7 LANDLORD'S PROMISES

The landlord ☒

- 7.1 promises that, if it is not the landlord named in the lease, it is now the person entitled to take possession of the premises if the lease ends,
- 7.2 promises that the lease and options are valid and that no changes have been made to them,
- 7.3 consents to this transfer, and
- 7.4 agrees not to take any action against the **old tenant** before the transfer date which would harm the new tenant's rights.

8 GUARANTEE AND INDEMNITY

8.1 The new tenant's guarantor ☒

- 8.1.1 guarantees that the tenant will perform all its obligations under the lease for the term and any renewed term or terms and during any period of overholding after the end of the term,

- 8.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under the **lease** whether in respect of the **term**, any further term or further terms or any period of overholding, and
- 8.1.3 indemnifies the **landlord** against all loss resulting from the **landlord** having entered into this transfer of the **lease** whether from the **tenant's** failure to perform its obligations under it or from the **lease** being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any renewed term or terms or any period of overholding.
- 8.2 The liability of the **new tenant's guarantor** will not be affected by ☐
 - 8.2.1 the **landlord** granting the **tenant** or a guarantor time or any other indulgence, or agreeing not to sue the **tenant** or another guarantor,
 - 8.2.2 failure by any person named as **new tenant's guarantor** to sign this document,
 - 8.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of the **lease**, but if the **lease** is transferred, the **new tenant's guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 8.2.4 the fact that the **lease** is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 8.2.5 transfer of the freehold of the **premises**.
- 8.3 The **new tenant's guarantor** agrees that —
 - 8.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **new tenant's guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 8.3.2 the **new tenant's guarantor** must not seek to recover money from the **tenant** to reimburse the **new tenant's guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 8.3.3 the **new tenant's guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **new tenant's guarantor**, and
 - 8.3.4 the **new tenant's guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 8.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **new tenant's guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **new tenant's guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 8.5 If there is more than one person named as **new tenant's guarantor**, this guarantee binds them separately, together and in any combination.
- 9 **ACKNOWLEDGEMENT BY OLD TENANT'S GUARANTOR**
The **old tenant's guarantor**, by signing this transfer, acknowledges that its obligations to guarantee the **old tenant** continue, except to the extent required by section 62 of the *Retail Leases Act 2003* or any guarantee or indemnity given by the **old tenant's guarantor**.
- 10 **SIGNED COUNTERPARTS**
The **new tenant** must provide one signed copy of this transfer for each person named on page one.
- 11 **CONSENTS**
The **old tenant** must obtain the necessary consents to the transfer, and must get the **landlord** to sign it. It must do so at its own expense.
- 12 **INTERPRETATION**
This transfer is binding on ☐
 - 12.1 individuals, executors and administrators
 - 12.2 corporations, liquidators and administrators
 - 12.3 anyone to whom the persons affected by this transfer of lease transfer their rights under it. In interpreting this transfer ☐
 - 12.4 singular words include plural and vice versa
 - 12.5 words expressed in one gender include all genders,
 - 12.6 "GST" has the same meaning as when used in the **GST Act** and "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999*, and
 - 12.7 "tenant" means the person from time to time holding the **premises** as tenant under the **lease** and includes (without limitation) the **new tenant**.
- 13 **OBLIGATIONS JOINT AND INDIVIDUAL**
If any person named on page one is made up of more than one individual or corporation, they must all perform their obligations under this transfer jointly and each individual must also perform them.

14 GST

- 14.1 Expressions used in this clause and in the **GST Act** have the same meanings as when used in the **GST Act**.
- 14.2 Amounts payable and consideration provided under or in respect of this transfer of lease are **GST** exclusive.
- 14.3 The recipient of a taxable supply made under or in respect of this transfer of lease must pay to the supplier, at the time the consideration for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 14.4 An amount payable by a party in respect of a creditable acquisition by the **landlord** from a third party must not exceed the sum of the value of the **landlord's** acquisition and the additional amount payable by the first party under clause 14.3 on account of the **landlord's GST** liability.
- 14.5 A party is not obliged, under clause 14.3, to pay the **GST** on a taxable supply to it until given a valid tax invoice for the supply.

EXECUTED AS A DEED

EXECUTION BY OLD TENANT

Signed, sealed and delivered by the said

Daniel Phamos
Print name of Old Tenant

[Signature]
Signature of Old Tenant

In the presence of:

Witness Signature

[Signature]

Print name

NGOC HAO HUYNH
Suite 5, 4 St James Avenue
Springvale Vic 3171
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Print usual address

Signed, sealed and delivered by the said

THI HUONG DANG
Print name of Old Tenant

[Signature]
Signature of Old Tenant

In the presence of:

Witness Signature

[Signature]

Print name

NGOC HAO HUYNH
Suite 5, 4 St James Avenue
Springvale Vic 3171
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Print usual address

EXECUTION BY OUTGOING GUARANTOR

Signed, sealed and delivered by the said

Quang Thang Pham
Print name of Old Tenant's Guarantor

[Signature]
Signature of Old Tenant's Guarantor

In the presence of:

Witness Signature

[Signature]

Print name

Print usual address

NGOC HAO HUYNH
Suite 5, 4 St James Avenue
Springvale Vic 3171
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

EXECUTION BY NEW TENANT'S GUARANTOR

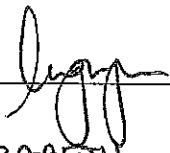
Signed, sealed and delivered by the said

QUYNH PHUONG NHI PHAM
Print name of New Tenant's Guarantor


Signature of New Tenant's Guarantor

In the presence of:

Witness Signature



Print name

ELIZABETH NGUYEN

Print usual address

MONICA SHAMON LAWYERS

57 Alfreda Street
St Albans VIC 3021
Phone: (03) 9310 9343

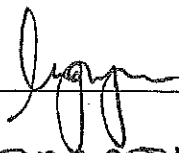
Signed, sealed and delivered by the said

THI HONG PHUONG CAO
Print name of New Tenant's Guarantor


Signature of New Tenant's Guarantor

In the presence of:

Witness Signature



Print name

ELIZABETH NGUYEN
MONICA SHAMON LAWYERS

Print usual address

57 Alfreda Street
St Albans VIC 3021
Phone: (03) 9310 9343

EXECUTION BY LANDLORD

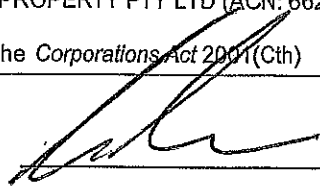
[If a company]

Executed by HEALESVILLE and PROPERTY PTY LTD (ACN: 662 095 052)

In accordance with section 127 of the Corporations Act 2001 (Cth)

*Sole Director

Print Name



ANTHONY DEPINA

Print usual address

261 OGDONYS RD PHEASANT
CREAK VIC 3757

Transfer &
Variation
of Lease

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Beautician Lease
Nail Salon



COPY

Lease of Real Estate

with Guarantee & Indemnity

(Commercial Property)

Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and not in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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The landlord leases the premises to the tenant for the term and at the rent and on the conditions set out in this lease together with all necessary access over any common areas.

The guarantor, if any, agrees to be bound by the guarantor's obligations set out in this lease.

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in bold print have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building in which the premises are located, including the landlord's installations
Building outgoings	any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land, the building, the premises or any premises in the building which include the premises - <ul style="list-style-type: none"> (a) rates, levies and assessments imposed by any relevant authorities; (b) taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax; (c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer); (d) premiums and charges for the following insurance policies taken out by the landlord - <ul style="list-style-type: none"> (i) damage to and destruction of the premises for their replacement value for the risks listed in item 11, (ii) removal of debris, (iii) breakdown of landlord's installations, (iv) breakage of glass, (v) public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord, and (vi) loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, <p>and excesses paid or payable on claims,</p> <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p> <ul style="list-style-type: none"> (e) costs incurred in providing services to the building and the land including - <ul style="list-style-type: none"> (i) heating, (ii) cooling, (iii) air-conditioning, (iv) cleaning, (v) pest control, (vi) waste collection, (vii) lighting, (viii) landscaping and garden maintenance, (ix) security, and (x) fire safety prevention, detection and control; (f) accountancy and audit fees; and (g) costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land, <p>whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment</p>

building rules	any rules adopted from time to time for the building, including the rules of any owners corporation affecting the premises
common areas	<p>areas in the building or on the land that are under the control of the landlord and are used or intended for use -</p> <p>(a) by the public; or</p> <p>(b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises,</p> <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in Item 16(b)
fixed review date	a date specified in Item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth)
guarantor	the person named in item 3
Item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in Item 4(b)
landlord	the person named in Item 1, or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	any property of the landlord, other than land or fixtures, from time to time in the premises or on the land and includes the property listed in Item 5
lettable area	<p>unless the Act applies and requires otherwise -</p> <p>(a) in relation to the premises, the area let; and</p> <p>(b) in relation to the building, the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.</p> <p>When it is necessary to measure the lettable area of the building or any part of the building, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement</p>
market review date	a date specified in item 16(a)
permitted use	the use specified in Item 15
PPSA	the <i>Personal Property Securities Act 2009</i> (Cth)
premises	the premises described in Item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in Item 8, as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in Item 2, or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in Item 7 and those introduced by the tenant after the lease starts
term	the period stated in Item 8
valuer	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960</i> (Vic) and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person --
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the landlord, tenant or guarantor is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The tenant is bound by and answerable for the acts and omissions of the tenant's agents.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the Act to this lease is as specified in item 15 and, if item 15 states that the Act does not apply, that the reason is as specified in item 15.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The tenant must --
 - 2.1.1 pay the rent without any set-off (legal or equitable) or deduction whatever to the landlord on the days and in the way stated in item 9 without the need for a formal demand. The landlord may direct in writing that the rent be paid to another person. The rent is reviewed on each review date specified in item 16 --
 - (a) on a market review date, the rent is reviewed in accordance with clause 11,
 - (b) on a CPI review date, the rent is reviewed in accordance with clause 18, and
 - (c) on a fixed review date, the rent is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in item 16 in respect of that fixed review date.
 - 2.1.2 produce receipts for paid building outgoings within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the premises including gas, electricity, water and telephone.
 - 2.1.4 remove regularly from the premises all rubbish and waste generated by the tenant's operations.
 - 2.1.5 pay the proportion of the building outgoings specified in item 10 in accordance with clause 5.4.
 - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the landlord as the result of the tenant's use of the premises.
 - 2.1.7 pay within 7 days of a request interest at the rate stated in item 14 on any rent or other money which the tenant has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the landlord's reasonable expenses and legal costs in respect of --
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the tenant whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the term) requested by the tenant, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the premises or proposed transfer or subletting whether or not the transfer or subletting occurs,

- (e) a request by the tenant for consent or approval, whether or not consent or approval is given,
 - (f) any breach of this lease by the tenant, or
 - (g) the exercise or attempted exercise by the landlord of any right or remedy against the tenant,

but, if the Act applies, only to the extent to which the Act permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of rent.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the premises.
- 2.1.11 carry on the business of the permitted use efficiently and, subject to all applicable laws, keep the premises open during the business hours which are normal for the permitted use and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the landlord's reasonable requirements in relation to the use of the landlord's installations and any services provided by the landlord.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the premises or the building.
- 2.2 The tenant must not, and must not let anyone else -
 - 2.2.1 use the premises except for the permitted use, but the tenant agrees that the landlord has not represented that the premises may be used for that use according to law or that the premises are suitable for that use.
 - 2.2.2 use the premises for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the premises.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the premises.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the premises.
 - 2.2.7 do anything which might affect any insurance policy relating to the premises by causing -
 - (a) it to become void or voidable,
 - (b) any claim on it to be rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the premises except to the extent necessary for the permitted use, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the premises or the building.
 - 2.2.10 place any sign on the exterior of the premises without the landlord's written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the premises except with the landlord's written consent; consent is at the landlord's discretion for any alteration, addition or affixation affecting the structure of the building or any of the infrastructure for the provision of services to the building but, otherwise, clause 9.1 applies. In undertaking any work for which the landlord's consent has been obtained, the tenant must strictly conform to plans approved by the landlord and comply with all reasonable conditions imposed on that consent by the landlord and the requirements of each authority with jurisdiction over the premises.
 - 2.2.12 bring onto the premises any object which, due to its nature, weight, size or operation, might cause damage to the premises, the building, or the effective operation of the infrastructure for the provision of services to the premises or the building without the landlord's written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the premises, the building, or in any property of which the premises are part.
- 2.3 The tenant must -
 - 2.3.1 take out and keep current an insurance cover for the premises in the name of the tenant and noting the interest of the landlord, for public risk for any single event for the amount stated in Item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the tenant to the landlord in clauses 6.2 and 6.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the landlord.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the landlord.

3 REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

3.1 Subject to clause 3.3, the tenant must -

- 3.1.1 keep the premises in the same condition as at the start of the lease, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the premises which are issued during the term except any notices or orders that applicable legislation makes the responsibility of the landlord.

3.2 In addition to its obligations under clause 3.1, the tenant must -

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the term and any further term viewed as one continuous period.
- 3.2.2 keep the premises properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the landlord or landlord's agent of -
 - (a) damage to the premises or of any defect in the structure of, or any of the infrastructure for the provision of services to, the premises,
 - (b) receipt of a notice or order affecting the premises,
 - (c) any hazards threatening or affecting the premises, and
 - (d) any hazards arising from the premises for which the landlord might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the tenant or the tenant's agents.
- 3.2.8 permit the landlord, its agents or workmen to enter the premises during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the premises,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the tenant is obliged to make good under this lease. If the tenant does not comply with the notice, the landlord may carry out the repairs and the tenant must repay the cost to the landlord within 7 days of a request.
- 3.2.10 only use persons approved by the landlord to repair and maintain the premises but, if the Act applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the landlord or the insurer of the premises as to the prevention, detection and control of fire.
- 3.2.12 on vacating the premises, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the premises and their contents from theft, keep all doors and windows locked when the premises are not in use and comply with the landlord's directions for the use and return of keys or keycards.
- 3.2.14 permit the landlord or its agent access to the premises at reasonable times by appointment to show the premises -
 - (a) to valuers and to the landlord's consultants,
 - (b) to prospective purchasers at any time during the term, and
 - (c) to prospective tenants within 3 months before the end of the term (unless the tenant has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the permitted use.

- 3.2.15 maintain any grounds and gardens of the premises in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the premises.
- 3.3 The tenant is not obliged -
 - 3.3.1 to repair damage against which the landlord must insure under clause 6.2 or to reimburse the landlord for items of expense or damage that would be covered under insurance of the type specified unless the landlord loses or, where the landlord has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the tenant or the tenant's agents.
 - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the tenant or the tenant's agents,
 - (b) failure by the tenant to perform its obligations under this lease,
 - (c) the tenant's use of the premises, other than reasonable use for the permitted use, or
 - (d) the nature, location or use of the tenant's installations,
 in which case the repairs, alterations or payments are the responsibility of the tenant.
 - 3.3.3 to carry out any work that applicable legislation makes the responsibility of the landlord.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The tenant must not transfer this lease or sublet the premises without the landlord's written consent, and section 144 of the *Property Law Act 1958* (Vic) and clause 9.1 do not apply.
- 4.2 The landlord -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the premises if the tenant has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the premises in a way permitted under this lease. If the Act applies, the landlord may only withhold consent to a transfer of this lease in accordance with the Act.
 - 4.2.2 may withhold consent at the landlord's discretion if the Act does not apply, and a transfer of this lease would result in the Act applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the landlord's consent to a transfer or sublease the tenant must -
 - 4.3.1 ask the landlord in writing to consent to the transfer or sublease,
 - 4.3.2 give the landlord -
 - (a) in relation to each proposed new tenant or sub-tenant such information as the landlord reasonably requires about its financial resources and business experience and if the Act does not apply, any additional information reasonably required by the landlord to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the tenant has been given written notice.
- 4.4 If the Act applies and -
 - 4.4.1 the tenant has asked the landlord to consent to a transfer and complied with clause 4.3 and section 61 of the Act, and
 - 4.4.2 the landlord fails to respond by giving or withholding consent to the transfer within 28 days,
 then the landlord is to be taken as having consented.
- 4.5 If the landlord consents to the transfer or sublease, the landlord, the tenant, the new tenant or sub-tenant, and the guarantor must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The tenant must pay the landlord's reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.

- 4.7 Except by a transfer or sublease to which the landlord has consented, or is to be taken as having consented, the tenant must not give up possession or share occupancy of the premises or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the premises, without the landlord's written consent; consent is at the landlord's discretion.
- 4.8 Subject to the Act, if it applies, the obligations to the landlord of every tenant who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the tenant in possession. This clause does not prevent the landlord from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the term ends, the tenant must -
- 5.1.1 return the premises to the landlord clean and in the condition required by this lease, and
 - 5.1.2 remove the tenant's installations and other tenant's property from the premises and make good any damage caused in installing or removing them.
- If the tenant leaves any tenant's installations or other tenant's property on the premises after the end of the lease, unless the landlord and tenant agree otherwise -
- 5.1.3 all items of tenant's installations and tenant's property will be considered abandoned and will become the property of the landlord, but the landlord may remove any of the tenant's installations or other property of the tenant and recover the costs of removal and making good as a liquidated debt payable on demand; and
 - 5.1.4 the parties intend that clause 5.1.3 operate in relation to tenant's installations and tenant's property in place of any legislation that might otherwise apply to goods remaining on the premises.
- 5.2 The tenant indemnifies the landlord against any claim resulting from any act or failure to act by the tenant or the tenant's agents while using the premises.
- 5.3 The tenant -
- 5.3.1 uses and occupies the premises at its own risk, and
 - 5.3.2 releases the landlord from and indemnifies the landlord against all claims resulting from incidents occurring on the premises (except to the extent caused or contributed to by the landlord, or a person for whom the landlord is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.
- 5.4 In relation to building outgoings -
- 5.4.1 the landlord must pay the building outgoings when they fall due for payment but, if the landlord requires, the tenant must pay when due a building outgoing for which the tenant receives notice directly and reimburse the landlord within 7 days of a request all building outgoings for which notices are received by the landlord.
 - 5.4.2 the tenant must pay or reimburse the landlord the proportion specified in item 10.
 - 5.4.3 at least 1 month before the start of an accounting period, the landlord may, or if the Act applies must, give the tenant an estimate of building outgoings for the accounting period.
 - 5.4.4 despite clause 5.4.1, if the landlord requires, the tenant, must pay its share of the estimated building outgoings by equal monthly instalments during the accounting period on the days on which rent is payable (after allowing for building outgoings paid directly or separately reimbursed by the tenant).
 - 5.4.5 if the Act applies, the landlord must make a statement of building outgoings available during each accounting period as required by the Act.
 - 5.4.6 within three months after the end of an accounting period, the landlord must give the tenant a statement of the actual building outgoings for the accounting period (if the Act applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(6); if the Act applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
 - 5.4.7 the tenant must pay any deficiency or the landlord must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the accounting period, whichever is earlier.
 - 5.4.8 the parties must make an appropriate adjustment for any building outgoing incurred in respect of a period beginning before the start of the term or extending beyond the end of the term.

- 5.5 If the freehold of the premises (or the building) is transferred, the transferor landlord is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

- 6.1 The landlord must give the tenant quiet possession of the premises without any interruption by the landlord or anyone connected with the landlord as long as the tenant does what it must under this lease.
- 6.2 The landlord must take out at the start of the term and keep current policies of insurance for the risks listed in Item 11 against -
- 6.2.1 damage to and destruction of the building, for its replacement value,
 - 6.2.2 removal of debris,
 - 6.2.3 breakdown of landlord's installations, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The landlord must give to the tenant the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The landlord must keep the structure (including the external faces and roof) of the building and the landlord's installations in a condition consistent with their condition at the start of the lease, but is not responsible for repairs which are the responsibility of the tenant under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The landlord may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the rent is unpaid after the day on which it falls due for payment,
 - 7.1.2 the tenant does not meet its obligations under this lease,
 - 7.1.3 the tenant is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the landlord's written consent, there is a different person in effective control of the tenant as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company,
 - or
 - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the tenant is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
 - 7.1.4 a warrant issued by a court to satisfy a judgement against the tenant or a guarantor is not satisfied within 30 days of being issued,
 - 7.1.5 a guarantor is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1986* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 7.1.6 a guarantor is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
 - 7.1.7 the tenant, without the landlord's written consent -
 - (a) discontinues its business on the premises, or
 - (b) leaves the premises unoccupied for 14 days.
- 7.2 Termination by the landlord ends this lease, but the landlord retains the right to sue the tenant for unpaid money or for damages (including damages for the loss of the benefits that the landlord would have received if the lease had continued for the full term) for breaches of its obligations under this lease.

- 7.3 For the purpose of section 148(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the tenant must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the tenant of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other tenant obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent) or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the landlord must give the tenant written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the landlord does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the premises or the building are damaged so that the premises are unfit for use for the permitted use or inaccessible -
- 8.1.1 a fair proportion of the rent and building outgoings is to be suspended until the premises are again wholly fit for the permitted use, and accessible, and
- 8.1.2 the suspended proportion of the rent and building outgoings must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the premises or the building are partly destroyed, but not substantially destroyed, the landlord must reinstate the premises or the building as soon as reasonably practicable.
- 8.3 If the premises or the building are wholly or substantially destroyed -
- 8.3.1 the landlord is not obliged to reinstate the premises or the building, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the landlord or the tenant may end this lease by giving the other written notice.
- 8.4 The tenant will not be entitled to suspension of rent or building outgoings under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the landlord will not be obliged to reinstate the premises or the building under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the tenant or the tenant's agents.
- 8.5 If the Act does not apply and there is a dispute under this clause, the landlord or the tenant may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the landlord and tenant may refer the dispute to mediation under clause 16 unless Item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES

- 9.1 Subject to the Act (if it applies), the landlord must not unreasonably withhold its consent or approval to any act by the tenant or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the landlord may impose reasonable conditions on any consent or approval, and
- 9.1.2 the tenant must reimburse the landlord's reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the Act applies) any disclosure statement, contains the whole agreement of the parties. Neither the landlord nor the tenant is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the premises
- which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the tenant remains in possession of the premises without objection by the landlord after the end of the term -
- 10.1.1 the tenant, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,

- 10.1.2 the landlord or the tenant may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual rent which the tenant was paying immediately before the term ended unless a different rent has been agreed, and
- 10.1.4 the landlord may increase the monthly rent by giving the tenant one month's written notice.
- 10.2 If the tenant vacates the premises during the term, whether or not it ceases to pay rent -
- 10.2.1 the landlord may -
- (a) accept the keys,
 - (b) enter the premises to inspect, maintain or repair them, or
 - (c) show the premises to prospective tenants or purchasers,
- without this being re-entry or an acceptance of repudiation or a waiver of the landlord's rights to recover rent or other money under this lease.
- 10.2.2 this lease continues until a new tenant takes possession of the premises, unless the landlord -
- (a) accepts a surrender of the lease, or
 - (b) notifies the tenant in writing that the landlord accepts the tenant's repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1

11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each market review date until the next review date or the end of this lease.

The review procedure on each market review date is -

- 11.1.1 each review of rent may be initiated by the landlord or the tenant unless item 17 states otherwise but, if the Act applies, review is mandatory.
- 11.1.2 the landlord or tenant entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the rent for the review period. If the Act does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed rent becomes the rent for the review period.
- 11.1.3 If -
- (a) the Act does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the landlord and tenant do not agree on the rent within 14 days after the objection is served, or
 - (b) the Act applies and the landlord and tenant do not agree on what the rent is to be for the review period,

the landlord and tenant must appoint a valuer to determine the current market rent.

If the Act does not apply and if the landlord and tenant do not agree on the name of the valuer within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the valuer. If the Act applies, the valuer is to be appointed by agreement of the landlord and tenant, or failing agreement, by the Small Business Commissioner.

- 11.1.4 In determining the current market rent for the premises the valuer must -
- (a) consider any written submissions made by the landlord and tenant within 21 days of their being informed of the valuer's appointment, and
 - (b) determine the current market rent as an expert

and, whether or not the Act applies, must make the determination in accordance with the criteria set out in section 37(2) of the Act.

- 11.1.5 The valuer must make the determination of the current market rent and inform the landlord and tenant in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions.

- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the landlord and the tenant or, if the Act applies, as is determined in writing by the Small Business Commissioner) of the landlord and tenant
 - (i) appointing the valuer, or
 - (ii) being informed of the valuer's appointment, or
 - (b) the valuer resigns, dies, or becomes unable to complete the valuation,
- then the landlord and tenant may immediately appoint a replacement valuer in accordance with sub-clause 11.1.3.

- 11.2 The valuer's determination is binding.
- 11.3 The landlord and tenant must bear equally the valuer's fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the valuer, the tenant must continue to pay the same rent as before the market review date and within 7 days of being informed of the valuer's determination, the parties must make any necessary adjustments.
- 11.5 If the Act does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the market review date but if the market review is started more than 12 months after the market review date, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The tenant has an option to renew this lease for the further term or terms stated in item 18 and the landlord must renew this lease for the further term immediately following the term if -
 - 12.1.1 there is no unremedied breach of this lease by the tenant of which the landlord has given the tenant written notice at the time the tenant requests renewal as required by clause 12.1.3,
 - 12.1.2 the tenant has not persistently committed breaches of this lease of which the landlord has given written notice during the term, and
 - 12.1.3 the tenant has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the term. The earliest and latest dates for exercising the option are stated in item 18.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the term ends,
 - 12.2.2 has a starting rent determined in accordance with clause 11 as if the first day of the further term were specified as a market review date in item 16(a), and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in item 18 has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the tenant is a corporation and was required to provide directors' guarantees for this lease, the tenant must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired term, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The tenant must pay a security deposit to the landlord of the amount stated in item 20 and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the term starts, the tenant must provide the landlord with the tenant's tax file number.
- 13.3 The landlord may use the deposit to make good the cost of remedying breaches of the tenant's obligations under this lease (or any of the events specified in clause 7.1) and the tenant must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the tenant has vacated the premises and performed all of its obligations under the lease, the landlord must refund the unused part of the deposit.
- 13.5 The tenant may, and if the landlord requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the premises is transferred:
 - 13.6.1 the tenant must provide a replacement guarantee in exchange for the existing guarantee if requested by the landlord in writing to do so, but the landlord must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the landlord must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice under this lease may be served or given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery

- 14.1.3 by email, or
 - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
- to the party's last known address, registered office, or (if to the tenant) at the premises.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in the place of intended receipt, unless proved otherwise.
 - 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

16. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The guarantor in consideration of the landlord having entered into this lease at the guarantor's request—
 - 15.1.1 guarantees that the tenant will perform all its obligations under this lease for the term and any further term or terms and during any period of overholding after the end of the term,
 - 15.1.2 must pay on demand any amount which the landlord is entitled to recover from the tenant under this lease whether in respect of the term, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the landlord against all loss resulting from the landlord's having entered into this lease whether from the tenant's failure to perform its obligations under it or from this lease being or becoming unenforceable against the tenant and whether in respect of the term, any further term or any period of overholding.
- 15.2 The liability of the guarantor will not be affected by -
 - 15.2.1 the landlord granting the tenant or a guarantor time or any other indulgence, or agreeing not to sue the tenant or another guarantor,
 - 15.2.2 failure by any guarantor to sign this document,
 - 15.2.3 transfer (except in accordance with the Act, if the Act applies) or variation of this lease, but if this lease is transferred the guarantor's obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the premises.
- 15.3 The guarantor agrees that —
 - 15.3.1 the landlord may retain all money received including dividends from the tenant's bankrupt estate, and need allow the guarantor a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the guarantor must not seek to recover money from the tenant to reimburse the guarantor for payments made to the landlord until the landlord has been paid in full,
 - 15.3.3 the guarantor must not prove in the bankruptcy or winding up of the tenant for any amount which the landlord has demanded from the guarantor, and
 - 15.3.4 the guarantor must pay the landlord all money which the landlord refunds to the tenant's liquidator or trustee in bankruptcy as preferential payments received from the tenant.
- 15.4 If any of the tenant's obligations are unenforceable against the tenant, then this clause is to operate as a separate indemnity and the guarantor indemnifies the landlord against all loss resulting from the landlord's inability to enforce performance of those obligations. The guarantor must pay the landlord the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one guarantor, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. DISPUTE RESOLUTION

- 16.1 Unless the Act applies, if the words "The mediation procedure applies to this lease" are included in Item 21, the mediation procedure applies to this lease. In that event the landlord and the tenant must attempt to resolve any dispute by the mediation procedure, except disputes about -
 - 16.1.1 unpaid rent and interest charged on it,
 - 16.1.2 review of rent, and

- 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 the landlord or tenant may start mediation by serving a mediation notice on the other.
- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the landlord and tenant must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
- 16.2.4 once the mediator has accepted the appointment the landlord and tenant and each guarantor must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the landlord and tenant in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the landlord and tenant.
- 16.4 If the dispute is settled, the landlord and tenant and each guarantor must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the participants in the mediation, and
- 16.5.2 discussions between the participants in the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the landlord and tenant and each guarantor release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the Act applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the landlord and tenant agree that each may be represented by a legal practitioner or legal practitioners of its choice.
17. GST
- 17.1 Expressions used in this clause 17 and in the GST Act have the same meanings as when used in the GST Act unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of GST.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 17.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 17.3 on account of the landlord's liability for GST.
- 17.5 A recipient of supply is not obliged, under clause 17.3, to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for it.
18. CONSUMER PRICE INDEX
- 18.1 On a CPI review date, the rent is adjusted by reference to the Consumer Price Index using the following formula -
- $$AR = R \times \frac{CPIB}{CPIA}$$
- Where:
- "AR" means adjusted rent,
- "R" means rent before adjustment,
- "CPIB" means the Consumer Price Index number for the quarter immediately preceding the CPI review date, and
- "CPIA" means the Consumer Price Index number for the quarter immediately preceding the most recent earlier review date or, where there is no earlier review date, the quarter immediately preceding the start of the term.

- 18.2 If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the tenant must continue to pay the rent at the old rate and, when the adjustment is made, the tenant must immediately pay any deficiency or the landlord must immediately repay any excess.
- 18.3 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the Act applies and requires otherwise, if the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the Act applies, the adjustment is not made if it would result in a decrease in the rent payable.

19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the premises are only a part of the lettable area of the building, the provisions of this clause apply.
- 19.2 The landlord -
 - 19.2.1 may adopt whatever name it chooses for the building and change the name from time to time, and
 - 19.2.2 reserves all proprietary rights to the name of the building and any logo adopted for the building.
- 19.3 The landlord reserves for itself the use of all external surfaces of the building and areas outside the building.
- 19.4 The building, common areas and landlord's installations remain under the absolute control of the landlord which may manage them and regulate their use as it considers appropriate. In particular the landlord has the right -
 - 19.4.1 to close off the common areas as often as the landlord reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
 - 19.4.2 to exclude persons whose presence the landlord considers undesirable,
 - 19.4.3 to grant easements over any parts of the land which do not materially and adversely affect the tenant's use,
 - 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the building, and
 - 19.4.5 to repair, renovate, alter or extend the building but, in doing so, the landlord must not cause more inconvenience to the tenant than is reasonable in the circumstances.

If the Act applies, these rights may only be exercised in a manner consistent with the Act.
- 19.5 The tenant must not obstruct the common areas or use them for any purpose other than the purposes for which they were intended.
- 19.6 The tenant must comply with the building rules. The landlord may change the building rules from time to time and the tenant will be bound by a change when it receives written notice of it. The landlord must not adopt a building rule or change the building rules in a way that is inconsistent with this lease. To the extent that a building rule is inconsistent with this lease, the lease prevails.

20. PERSONAL PROPERTY SECURITIES ACT

- 20.1 Expressions used in this clause that are defined in the PPSA have the meanings given to them in the PPSA.
- 20.2 The landlord may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of -
 - 20.2.1 the landlord's installations,
 - 20.2.2 any security deposit provided by the tenant, and
 - 20.2.3 tenant's installations and other tenant's property left on the premises after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.

The tenant waives the right to receive notice under section 167(1) of the PPSA.

20.3 When this lease -

20.3.1 ends and the tenant has vacated the premises and performed all of its obligations under it,
or

20.3.2 is transferred,

the landlord must register a financing charge statement with respect to any security interest for which the landlord has registered a financing statement other than those to which sub-clause 20.2.3 relates.

20.4 The tenant must sign any documents and do anything necessary to enable the landlord to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the PPSA. In particular, if the tenant is a natural person, the tenant must provide the landlord with the tenant's date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the landlord) to confirm the tenant's date of birth. The landlord must keep the tenant's date of birth and any evidence provided to confirm it secure and confidential.

20.5 The tenant must not register, or permit to be registered, a financing statement in favour of any person other than the landlord, for any security deposit provided by the tenant or any of the landlord's installations.

20.6 The tenant must pay the landlord's reasonable expenses and legal costs in respect of anything done or attempted by the landlord in the exercise of its rights or performance of its obligations under this clause or the PPSA, except the landlord's costs of registering a financing statement under sub-clause 20.2 which are to be borne by the landlord.

20.7 In accordance with section 275(6)(a) of the PPSA, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).

20.8 Subject to any requirement to the contrary in the PPSA, notices under this clause or the PPSA may be served in accordance with clause 14 of this lease.

21. ADDITIONAL PROVISIONS

Any additional provisions set out in Item 22 -

21.1 bind the parties, and

21.2 If inconsistent with any other provisions of this lease, override them.

22. LANDLORD WARRANTY

The landlord warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in Item 22.

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and not in the lease conditions.

Item 1
[1.1]

Landlord:

Gillian Margaret Driessen of 288 Maroondah Highway, Healesville VIC 3777

Item 2
[1.1]

Tenant:

Daniel Phamos and Thi-Huong Dang both of 1/7 El Centro, Chirnside Park VIC 3116

Item 3
[1.1]

Guarantor:

Quang Thang Pham of 1/7 El Centro, Chirnside Park VIC 3116

Item 4
[1.1]

(a) Premises:

288 Maroondah Highway, Healesville VIC 3777

(b) Land:

Item 5
[1.1]

Landlord's installations:

All fixtures, fittings, furniture, furnishings and decorations, plant and equipment in, on or fixed to the premises that are owned by the Landlord and made available to the Tenant during the term as part of its occupational requirements.

Item 6
[1.1]

Rent:

\$1656.70 (inclusive of GST).

Note: There is no need to refer to GST if the rent is expressed as a GST exclusive sum -- see clause 17; if the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.

Item 7
[1.1]

Tenant's Installations:

All plant and equipment, fixtures, fittings, furniture, furnishings and decorations or other property brought in, on or fixed to the premises by the Tenant that are not the Landlord's Installations.

Item 8
[1.1]

Term of the lease:

3 years starting on 2 December 2020.

Item 9
[2.1.1]

How rent is to be paid:

By equal calendar monthly instalments in advance to an account nominated by the Landlord from time to time.

Item 10
[1.1,
2.1.2,
2.1.5 &
5.4]

Building outgoings which the tenant must pay or reimburse:

~~Premises consist of the entire lettable area of the building~~

~~50% of all building outgoings~~

OR

~~Premises consist of only a part of the lettable area of the building~~

Tenant's proportion of building outgoings -

(a) in relation to building outgoings that benefit all of the premises in the building: the proportion that the lettable area of the premises bears to the total lettable area of the building, which at present is 50 % [insert percentage];

(b) in relation to building outgoings that benefit the premises and other premises but not all of the premises in the building: the proportion that the lettable area of the premises bears to the total lettable area of all premises (including the premises) that benefit from the outgoing;

(c) in relation to building outgoings that benefit only the premises: 100%

OR

~~Other terms:~~

Item 11
[1.1 &
6.2]

Risks which the insurance policies must cover: *

- ~~Fire~~
- ~~Flood~~
- ~~Lightning~~
- ~~Storm and tempest~~
- ~~Explosion~~
- ~~Riots and civil commotion~~
- ~~Strikes~~
- ~~Malicious damage~~
- ~~Earthquake~~
- ~~Impact by vehicles~~
- ~~Impact by aircraft and articles dropped from them~~
- ~~Internal flood water~~

and such other risks as the landlord reasonably requires from time to time.

* Delete risks not required to be covered and add any other risks required to be covered

Item 12
[1.1 &
2.3.1]

Amount of public risk insurance cover:

\$10,000,000.00 or other amount reasonably specified from time to time by the landlord.

Item 13
[1.1]

Period of loss of rent and outgoings insurance:

Not applicable

Item 14
[2.1.7]

Interest rate on overdue money:

2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

Item 15
[2.2.1]

Permitted use:

Nail Salon

[1.14]

Application of Act:

~~The Act does~~ *does not* apply

~~Reason why Act does not apply:~~

**Delete whichever alternative does not apply*

Item 16
[2.1.1,
11, 18]

Review date(s):

Term

(a) *Market review date(s):*

At the commencement of the further term.

(b) *CPI review date(s):*

On each anniversary of the commencement date of the Lease other than the market review date.

(c) *Fixed review date(s) and percentage or fixed amount increases:*

Not applicable

Further term(s)

(a) *Market review date(s):*

Not applicable

(b) *CPI review date(s):*

On each anniversary of the commencement date of the Lease.

(c) *Fixed review date(s) and percentage or fixed amount increases:*

Not applicable

Item 17
[2.1.1,
11, 18]

Who may initiate reviews:

Market review: Either party

CPI review: Review is automatic

Fixed review: Not applicable

Item 18
[12]

Further term(s):

One further term of three years commencing 2 December 2023.

Item 19
[12]

Earliest and latest dates for exercising option for renewal:

Earliest date: 1 June 2023

Latest date: 1 September 2023

Item 20
[13]

Security deposit:

\$1729.32

Item 21
[16.1]

The mediation procedure applies*/does not apply* to this lease

* Delete one alternative

Item 22
[21]

Additional provisions:

Additional provisions

22.1 Outgoings payable by Tenant

The Landlord agrees to accept a payment of \$591.30 each calendar month in advance from the Tenant as the Tenant's proportion of building outgoings.

The Tenant agrees that the Landlord may review the outgoings payable by the Tenant upon receipt of electricity charges and/or Rate Notices and/or on each anniversary of the commencement date of the lease and shall thereafter pay such varied amount nominated by the Landlord each calendar month thereafter.

22.2 No deduction or set-off

The rent and all other monies payable by the Tenant under this lease must be paid without deduction, set-off, counterclaim or withholding.

22.3 Tenant's Warranties

The Tenant warrants to the Landlord that:

- i. at the commencement of negotiations for this lease the Tenant received from the Landlord a copy of the proposed lease in writing and a copy of the information brochure referred to in the Act; and
- ii. at least 14 days before the Tenant entered into this lease (within the meaning of the Act) the Tenant received from the Landlord a Disclosure Statement in the form required by the Act and a copy of the proposed lease.
- iii. the Tenant acknowledges that the premises do not form part of a retail shopping centre (as defined in the Act).

22.4 Tenant's works

The Tenant must not make or cause to be made any alterations, additions or improvements ("Tenant's Works") in or to the premises without first obtaining the written approval of the Landlord which must not be unreasonably withheld. To obtain the Landlord's consent to any Tenant's Works the Tenant must ask the Landlord in writing to consent to undertake the Tenant's Works and attend to the following matters to the reasonable satisfaction of the Landlord prior to the commencement of any Tenant's Works:

- a. The Tenant obtains at his own cost all planning and building permits ("Planning and Building Permits") required by the Yarra Ranges Shire Council or any other authority having jurisdiction with respect to the premises and any other body or organisation which controls heritage or other issues relating to the premises that are required for the Tenant's Works;
- b. The Tenant obtains and keeps current at his own cost all insurance policies that a prudent tenant would obtain in the circumstances and/or as is reasonably required by the Landlord in relation to the Tenant's Works. The Tenant must maintain the insurance policies with an insurer approved by the Landlord (the Landlord must not withhold approval unreasonably);
- c. The Tenant provides the Landlord with the following:
 - i. Detailed plans and specifications of the proposed Tenant's Works sufficient to permit the Landlord to readily identify from them the proposed works, their intended purposes or use and the intended materials and colour schemes;
 - ii. The Planning and Building Permits;
 - iii. The insurance policies referred to in subparagraph b hereof; and
 - iv. Details and information reasonably required by the Landlord of contractors, workmen and/or agents the Tenant has retained or will retain to carry out the Tenant's Works.
- d. The Tenant shall at his own cost ensure that his Contractors, workmen, agents and employees are properly insured under appropriate Work Cover Policy, public liability insurance and/or any other insurances in relation to workplace death, diseases and/or injury.
- e. The Tenant must indemnify and at all times keep indemnified the Landlord from and against all liabilities, losses, damages, expenses, actions, claims and demands of every description which the Landlord may suffer or incur in connection with or arising from the construction or installation of the Tenant's Works.
- f. The Tenant warrants that the Tenant's Works will be carried out and completed in an expeditious, safe, good, proper and workmanlike manner to the reasonable satisfaction of the Landlord in all respects.

22.6 Indemnity

The Tenant indemnifies and shall keep indemnified the Landlord, her officers, agents, employees and representatives from and against any claims however arising in connection with carrying out the Tenant's Works including, without limitation:

a. As a result of loss, damage, destruction, injury or death from any cause whatever to any persons or property, which the Landlord shall or may be or become liable in respect of, in connection with or arising directly or indirectly from any act, omission, neglect, breach or default of the Tenant, the Tenant's contractors, employees and/or agents of the Tenant during the execution of, carrying out and completion of the Tenant's Works at the premises by the Tenant; or

b. By virtue of any law relating to workers compensation, which the Landlord shall, may be or become liable in respect of, in connection with or arising directly or indirectly from any act, omission, neglect, breach or default of the Tenant, the Tenant's contractors, the employees and/or agents of the Tenant during the execution, carrying out and completion of the Tenant's Works at the premises.

22.6 Insurance

The Tenant shall, if requested by the Landlord, produce to the Landlord evidence of the currency of a contractor's all risk insurance, workers compensation insurance and such other type or types of insurance as may be reasonably required by the Landlord in relation to the Tenant's Works.

22.7 Condition on Termination

a. The Tenant shall at the expiry of this Lease and if required to do so by the Landlord remove from the premises any fittings (to which such requirement shall relate), erected or installed by the Tenant during the period of the term hereof and shall make good any damage whatsoever caused to the premises by removal of the fittings whether at the request of the Landlord or as of right.

b. The Tenant shall at the expiry of this Lease and if required to do so by the Landlord reinstate any alterations (except those consented to in writing by the Landlord) and remove any additions made by the Tenant or by the Landlord at the request of the Tenant so that the premises shall be converted back to their original condition at the date of the first letting of the premises to the Tenant and without prejudice to the generality of the foregoing shall remove and reinstate to their original condition ceiling tiles, floor tiles, treated and applied finishes, electrical, plumbing and other utilities and mechanical services.

c. The Tenant shall at the expiry of this Lease and if required to do so by the Landlord remove any signs, names, advertising or notices erected, painted, displayed, affixed and/or exhibited upon, to or within the premises and shall make good any damage or disfigurement thereby caused.

d. Any fittings not removed by the Tenant either as of right or by requirement of the Landlord as aforesaid shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

EXECUTED AS A DEED ON:

Date:

EXECUTION & ATTESTATION
LANDLORD/S*[If a company]*Executed by
in accordance with section 127 of the Corporations Act 2001(Cth)*Director
*Sole Director/Sole Secretary
[*Delete one]

(Sign here)

Print Name

Print usual address

*Director/*Secretary
[*Delete one]

(Sign here)

Print Name

Print usual address

*[If individual(s), then each of them needs one of these signing clauses]*Signed, sealed and delivered by the said
Gillian Margaret Driessen

(Sign here)

In the presence of:

Witness Signature

Print name

Print usual address

Signed, sealed and delivered by the said

(Sign here)

In the presence of:

Witness Signature

Print name

Print usual address

EXECUTION & ATTESTATION

TENANT/S

[If a company]

Executed by in accordance with section 127 of the Corporations Act 2001 (Cth)	
*Director *Sole Director/Sole Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	
*Director/*Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	

[If Individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said Daniel Phamos in the presence of:	
Witness Signature	(Sign here)
Print name:	Philip Pham
Print usual address	1/7 El Centro, Chin'side Park

Signed, sealed and delivered by the said Thi Huong Dang in the presence of:	
Witness Signature	(Sign here)
Print name	Philip Pham
Print usual address	1/7 El Centro, Chin'side Park

EXECUTION & ATTESTATION GUARANTOR/S (If applicable)

[If a company]

Executed by in accordance with section 127 of the Corporations Act 2001(Cth)	
*Director *Sole Director/Sole Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	
*Director/*Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	

[If Individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said Quang Thang Pham	
In the presence of:	(Sign here)
Witness Signature	
Print name	Quang Thang Pham
Print usual address	1/7 Fl Castro, Chimeside Park

Signed, sealed and delivered by the said	
In the presence of:	(Sign here)
Witness Signature	
Print name	
Print usual address	

MORTGAGEE CONSENT (If required)

Insert a
consent for
each party

the proprietor of Mortgage Number
Consents to this lease.

Insert the
mortgagee's
execution
clause

POWER OF ATTORNEY

Executed for and on behalf of
by

Signature Attorney

under Power of Attorney dated

and who declares that at the time of

execution of this document there has been no notice of its revocation. In the presence of

Signature of witness

Name of witness

POWER OF ATTORNEY

Executed for and on behalf of
by

Signature Attorney

under Power of Attorney dated

and who declares that at the time of

execution of this document there has been no notice of its revocation. In the presence of

Signature of witness

Name of witness

SCHEDULE 3**LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF
LEASE**

by the Landlord under section 26(1) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the **Retail Leases Act 2003**.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

**DISCLOSURE STATEMENT
by the Landlord**

Landlord:	HEALESVILLE AND ELTHAM PROPERTY PTY LTD (ACN 662 095 052) of 2 Sherbourne Road, Briar Hill VIC 3088
Tenant:	VI NHI PTY LTD (ACN 662 450 197) of 288B Maroondah Highway, Healesville VIC 3777
Premises:	288 Maroondah Highway, Healesville VIC 3777

PART 1 KEY INFORMATION

1 Renewal of lease

- 1.1 Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease.

5 December 2018

[landlord to insert date]

2 Alteration works

- 2.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

No

3 Other matters

- 3.1 Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? *[e.g. current legal proceedings, planned changes to tenancy mix]*

No

- 3.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

No

4 Other monetary obligations and charges

- 4.1 Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease.

Penalty interest and legal fees on non payment of rental inclusive of GST (if applicable) and/or outgoings at the due time.

**PART 2 LANDLORD ACKNOWLEDGEMENTS AND
SIGNATURE**

5 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business.
-

Warning to landlord when completing this disclosure statement:

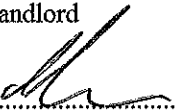
- the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.
-

6 Landlord's signature

6.1 Name of landlord

HEALESVILLE AND ELTHAM PROPERTY PTY LTD
(ACN 662 095 052) of 2 Sherbourne Road, Briar Hill VIC 3088

6.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x. 

6.3 Name of the landlord's authorised representative or landlord's agent

Anthony De Pietro
Sole director & sole company secretary
Healesville and Eltham Property Pty Ltd

6.4 Date 06/02/2023

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

8 Tenant's signature

It is important that a tenant seek independent legal and financial advice before renewing the lease.

8.1 Name of tenant

VINH PTY LTD (ACN 662 450 197) of 288B Maroondah Highway, Healesville VIC 3777

8.2 Signed by the tenant or for and on behalf of the tenant

x.....

8.3 Name of the tenant's authorised representative

Quynh Phuong Nhi Pham

Sole director & sole company secretary

Vi Nhi Pty Ltd

8.4 Date

13 / 02 / 2023

Integrity Real Estate

2/38-40 Bell Street,
Yarra Glen, VIC 3775

P: 03 9730 2333

E: rentals@integrityrealestate.com.au

ABN: 89 127 288 420



Integrity

Yarra Valley & Kinglake Ranges

Residential Rental Agreement Renewal

for

288 Maroondah Hwy, Healesville VIC 3777

This agreement is between **Anthony De Pietro**
and **Gary Bright, Paul Stephens.**

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

Wed 16/04/2025

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

288 Maroondah Hwy, Healesville VIC

Postcode 3777

3. Rental provider details

Full name or company
name of rental
provider

Anthony De Pietro

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

Integrity Real Estate

Address

2/38-40 Bell Street, Yarra Glen, VIC

Postcode 3775

Phone number

03 9730 2333

ACN (if applicable)

Email address

rentals@integrityrealestate.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	Gary Bright	
Current Address:	228 Maroondah Hwy, Healesville VIC 3777	Postcode
Phone number:	04xxxxxxxx	
Email:	xxxxx@xxxxx.com	
Full name of renter 2	Paul Stephens	
Current Address:	228 Maroondah Hwy, Healesville VIC 3777	Postcode
Phone number:	04xxxxxxxx	
Email:	xxxxx@xxxxx.com	
Full name of renter 3		
Current Address:		Postcode
Phone number:		
Email:		
Full name of renter 4		
Current Address:		Postcode
Phone number:		
Email:		

5. Length of the agreement



Fixed term agreement

Start date

Fri 23/05/2025

(this is the date the agreement starts
and you may move in)

End date

Fri 22/05/2026



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.

6. Rent

Rent amount(\$)
(payable in advance)

2584.00

To be paid per

☐

week

☐

fortnight

☒

calendar month

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

22nd day of each month

Date first rent payment due

Fri 23/05/2025

The rent will be increasing to

\$2584.00

per month

from

Fri 23/05/2025

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(\$)

3000

Bond lodgement date

Tue 23/05/2023

Bond Lodgement No.

Part B – Standard terms

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)

--

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 Sophie Osborn: rentals@integrityrealestate.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 Gary Bright: xxxxx@xxxxx.com
☐ No

Renter 2 ☒ Yes Paul Stephens: xxxxx@xxxxx.com
☐ 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

Sophie Osborn

Emergency phone number

0455968862

Emergency email address

rentals@integrityrealestate.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

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.
-

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.

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.

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-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Integrity Real Estate will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Integrity Real Estate 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 Integrity Real Estate may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Integrity Real Estate 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

Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Integrity Real Estate 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 Integrity Real Estate within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Integrity Real Estate 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 Integrity Real Estate 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 specified 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. Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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, Integrity Real Estate 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 Integrity Real Estate in writing.

64. Urgent Repairs

The Renter acknowledges that Integrity Real Estate 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 Integrity Real Estate during business hours or after hours information service on 0455968862 or Integrity Real Estate 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 Integrity Real Estate. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Integrity Real Estate may impose reasonable conditions. It is not unreasonable for the Rental Provider or Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 provided 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Integrity Real Estate;
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 Integrity Real Estate 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 Integrity Real Estate 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 Integrity Real Estate. 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 Integrity Real Estate 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 Integrity Real Estate but such notice shall only become effective on receipt by the Rental Provider or Integrity Real Estate.

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.

1. Pet Clause

The Rental Provider(s) agree to the Renter(s) keeping on the rental premises providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws;
- The animal causes no disturbance to the occupants of neighbouring properties;

- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

Renter Acknowledgement

1. *Gary Bright viewed and acknowledged at Wed, 16/04/2025 10:16*
2. *Paul Stephens viewed and acknowledged at Wed, 16/04/2025 13:31*

2. Addendum to Residential Rental Agreement with Guarantee and Indemnity

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in **bold** print have the meaning set out opposite them -

EXPRESSION	MEANING
Act	the <i>Residential Tenancies Act 1997</i> (Vic)
agreement	the residential rental agreement made between the renter and rental provider , of which this addendum forms part and is equally binding
Building	any building in which the premises are located
guarantor	the person or person(s) named in item 3
premises	the premises described in item 4(a) and fixed improvements
rental provider	the person named in item 1 (also known as residential rental provider), or any other person who will be entitled to possession of the premises when this agreement ends
rental provider	the person named in item 2 , or any person to whom the agreement has been transferred
rental provider's installations	the items of equipment and fittings listed in item 7 and those introduced by the renter after the agreement starts
term	the period stated in item 8

1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.

1.3 This agreement must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this agreement does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the agreement.

1.4 The law of Victoria applies to this agreement.

1.5 Any change to this agreement must be in writing and signed by the parties.

1.6 If a party consists of more than one person –

(a) the acts and omissions of any of them bind all of them; and

(b) an obligation imposed by this agreement on or in favour of more than one person binds or benefits them separately, together and in any combination.

1.7 The use of one gender includes the others and the singular includes the plural and vice versa.

1.8 If the **rental provider**, **renter** or guarantor is an individual, this agreement binds that person's legal personal representative. If any of them is a corporation, this agreement binds its transferees.

- 1.9 This agreement, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **renter** is bound by and answerable for the acts and omissions of the **renter's** agents.
- 1.11 If there is a conflict between a provision in the schedule and one of these agreement conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This agreement includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this agreement is as specified in item 6 and, if item 6 states that the **Act** does not apply, that the reason is as specified in item 6.

2. **RENTER'S PAYMENT, USE AND INSURANCE OBLIGATIONS**

2.1 The **renter** must -

2.1.1 pay the rent without any set-off (legal or equitable) or deduction whatever to the **rental provider** on the days and in the way stated in item 9 without the need for a formal demand. The **rental provider** may direct in writing that the rent be paid to another person.

2.1.2 remove regularly from the premises all rubbish and waste generated by the **renter's** operations.

2.2 The **renter** must not, and must not let anyone else -

2.2.1 use the premises except for the permitted use, but the **renter** agrees that the **rental provider** has not represented that the premises may be used for that use according to law or that the premises are suitable for that use.

2.2.2 use the premises for any illegal purpose.

2.2.3 carry on any noxious or offensive activity on the premises.

2.2.4 do anything which might cause nuisance, damage or disturbance to a **renter**, occupier or owner of any adjacent property.

2.2.5 conduct an auction or public meeting on the premises.

2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the premises.

2.2.7 do anything which might affect any insurance policy relating to the premises by causing -

- (a) it to become void or voidable,
- (b) any claim on it being rejected, or
- (c) a premium to be increased.

2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the premises except to the extent necessary for the permitted use, or create fire hazards.

2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the premises or the building.

2.2.10 place any sign on the exterior of the premises without the **rental provider's** written consent.

2.2.11 make any alteration or addition, or affix any object, to the premises except with the **rental provider's** written consent; consent is at the **rental provider's** discretion for any alteration, addition or affixation affecting the structure of the building or any of the infrastructure for the provision of services to the building but,

otherwise, clause 9.1 applies. In undertaking any work for which the **rental provider's** consent has been obtained, the **renter** must strictly conform to plans approved by the **rental provider** and comply with all reasonable conditions imposed on that consent by the **rental provider** and the requirements of each authority with jurisdiction over the premises.

2.2.12 bring onto the premises any object which, due to its nature, weight, size or operation, might cause damage to the premises, the building, or the effective operation of the infrastructure for the provision of services to the premises or the building without the **rental provider's** written consent.

2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the premises, the building, or in any property of which the premises are part.

2.3 The **renter** must -

2.3.1 take out and keep current an insurance cover for the premises in the name of the **renter** and noting the interest of the **rental provider**, for public risk for any single event for the amount stated in item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **renter** to the **rental provider** in clauses 5.2 and 5.3.2 of this agreement to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

2.3.2 maintain the insurance cover with an insurer approved by the **rental provider**.

2.3.3 produce satisfactory evidence of insurance cover on written request by the **rental provider**.

3. AGREEMENT TRANSFERS, SUBLETTING AND LICENSING

3.1 The **renter** must not transfer this agreement, sublet or license the premises without the **rental provider's** written consent, and section 144 of the *Property Law Act* 1958 (Vic) and clause 9.1 do not apply.

3.2 The **rental provider** -

3.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this agreement, subagreement or license of the premises if the **renter** has complied with the requirements of clause 4.3 and the proposed transferee, sub-tenant, co-renter or licensee proposes to use the premises in a way permitted under this agreement. If the **Act** applies, the **rental provider** may only withhold consent to a transfer of this agreement in accordance with the **Act**.

3.2.2 may withhold consent at the **rental provider's** discretion if the **Act** does not apply, and a transfer of this agreement would result in the **Act** applying, or applying if this agreement is renewed for a further term.

3.3 To obtain the **rental provider's** consent to a transfer, subagreement or licence the **renter** must -

3.3.1 ask the **rental provider** in writing to consent to the transfer, subagreement or license.

3.4 If the **Act** applies and -

remedy any breach of the agreement which has not been remedied and of which the **renter** has been given written notice.

3.4.1 the **renter** has asked the **rental provider** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and

3.4.2 the **rental provider** fails to respond by giving or withholding consent to the transfer within 28 days, then the **rental provider** is to be taken as having consented.

3.5 If the **rental provider** consents to the transfer, subagreement or licence, the **rental provider**, **renter** and new **renter**, sub-renter or licensee and the guarantor must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new **renter** (if it is a corporation) must execute a guarantee and indemnity in the terms of clause

3.6 Except by a transfer, subagreement or licence agreement to which the **rental provider** has consented, or is to be taken as having consented, the **renter** must not give up possession or share occupancy of the premises to anyone else or mortgage or charge its interest under this agreement or enter into any arrangement that gives a person the right to enter into occupation of the premises without the **rental provider's** written consent; consent is at the **rental provider's** discretion.

3.7 Subject to the **Act**, if it applies, the obligations to the **rental provider** of every **renter** who has transferred this agreement and any licensee in legally licensing the property continue until this agreement ends. They do not continue into any period of overholding after this agreement ends, nor into any renewed term: at those times they are the responsibility only of the **renter** in possession. This clause does not prevent the **rental provider** from enforcing rights which arise before this agreement ends.

4. GENERAL AGREEMENTS BETWEEN **RENTAL PROVIDER** AND **RENTER**

4.1 When the term ends, the **renter** must -

4.1.1 return the premises to the **rental provider** clean and in the condition required by this agreement, and

4.1.2 remove the **renter's** installations and other **renter's** property from the premises and make good any damage caused in installing or removing them. Any installations or improvements can only be made with express written consent from the **rental provider** under the provisions of the *Residential Tenancies Act 1997*.

If the **renter** leaves any **renter's** installations or other **renter's** property on the premises after the end of the agreement, unless the **rental provider** and **renter** agree otherwise -

4.1.3 all items of **renter's** installations and **renter's** property will be considered abandoned and will become the property of the **rental provider**, but the **rental provider** may remove any of the **renter's** installations or other property of the **renter** and recover the costs of removal and making good as a liquidated debt payable on demand; and

4.1.4 the parties intend that clause 5.1.3 operate in relation to **renter's** installations and **renter's** property in place of any legislation that might otherwise apply to goods remaining on the premises.

4.2 The **renter** indemnifies the **rental provider** against any claim resulting from any act or failure to act by the **renter** or the **renter's** agents while using the premises.

4.3 The **renter** -

4.3.1 uses and occupies the premises at its own risk, and

4.3.2 reagree with the **rental provider** from and indemnifies the **rental provider** against all claims resulting from incidents occurring on the premises (except to the extent caused or contributed to by the **rental provider**, or a person for whom the **rental provider** is responsible) or resulting from damage to adjacent premises.

5. FURTHER TERM(S)

5.1 The **renter** has an option to renew this agreement for the further term or terms stated in item 18 and the **rental provider** must renew this agreement for that further term or those further terms if -

5.1.1 there is no unremedied breach of this agreement by the **renter** of which the **rental provider** has given the **renter** written notice at the time the **renter** requests renewal as required by clause 12.1.13,

5.1.2 the **renter** has not persistently committed breaches of this agreement of which the **rental provider** has given written notice during the term, and

5.1.3 the **renter** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the term. The earliest and latest dates for exercising the option are stated in **item 19**.

5.2 The agreement for the further term -

5.2.1 starts on the day after the term ends,

5.2.2 has a starting rent determined in accordance with clause 11 as if the first day of the further term were specified as a market review date in **item 16(a)**, and

5.2.3 must contain the same terms as this agreement (but with no option for renewal after the last option for a further term stated in item 18 has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.

5.3 If the **renter** is a corporation and was required to provide directors' guarantees for this agreement, the **renter** must provide guarantees of its obligations under the renewed agreement by its directors, and by each person who has provided a guarantee for the expired term, in the terms of clause 6.

6. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

6.1 The guarantor in consideration of the **rental provider** having entered into this agreement at the guarantor's request —

6.1.1 guarantees that the **renter** will perform all its obligations under this agreement for the term and any further term or terms and during any period of overholding after the end of the term,

6.1.2 must pay on demand any amount which the **rental provider** is entitled to recover from the **renter** under this agreement whether in respect of the term, any further term or further terms or any period of overholding, and

6.1.3 indemnifies the **rental provider** against all loss resulting from the **rental provider's** having entered into this agreement whether from the **renter's** failure to perform its obligations under it or from this agreement being or becoming unenforceable against the **renter** and whether in respect of the term, any further term or any period of overholding.

6.2 The liability of the guarantor will not be affected by -

6.2.1 the **rental provider** granting the **renter** or a guarantor time or any other indulgence, or agreeing not to sue the **renter** or another guarantor,

6.2.2 failure by any guarantor to sign this document,

6.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this agreement, but if this agreement is transferred the guarantor's obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new **renter** nor a period of overholding by a new **renter**,

6.2.5 transfer of the freehold of the premises.

6.3 If any of the **renter's** obligations are unenforceable against the **renter**, then this clause is to operate as a separate indemnity and the guarantor indemnifies the **rental provider** against all loss resulting from the **rental provider's** inability to enforce performance of those obligations. The guarantor must pay the **rental provider** the amount of the loss resulting from the unenforceability.

6.4 If there is more than one guarantor, this guarantee binds them separately, together and in any combination.

6.5 Each of the events referred to in Section 91ZP of the *Residential Tenancies Act 1997* is deemed to be a breach of an essential term of this agreement.

Schedule

Item 1 [1.1]	Rental provider: ANTHONY DE PIETRO of 261 O'Gradys Road, Pheasant Creek VIC 3757
Item 2 [1.1]	Renter: MONROE'S BURGERS AND BEERS PTY LTD (50 632 799 627) of 228 Maroondah Highway, Healesville VIC 3777
Item 3 [1.1]	Guarantor(s): GARY BRIGHT (undersigned) PAUL STEPHENS (undersigned)
Item 4 [1.1]	(a) Premises: 288 Maroondah Highway, Healesville, Victoria, 3777 (b) Land: Lot: CM1 on Plan: PS645205
Item 5 [1.1]	Rental provider's installations: All fixtures, fittings, plant and equipment in, or on any part of the Premises except for renter's installations.
Item 6 [1.1]	Rent: \$2,390 per calendar moth (not subject to GST) (adjusted in accordance with Item 13 of this Schedule).
Item 7 [1.1]	Renter's installations: All fixtures, fittings, signage, furnishings, equipment and other items at any time (whether before or after the Commencement Date) installed in or brought onto any part of the Premises by or on behalf of the Renter (excluding Rental provider's installations).
Item 8 [1.1]	Term of the lease: Twelve (12) months starting on 23 May 2023 ("Commencement Date")

Item 9 [2.1.1]	<p>How rent is to be paid:</p> <p>By equal monthly instalments in advance on or before the 23rd of each month proceeding. Unless the rental provider notifies the renter otherwise, all money payable by the renter to the rental provider must be paid by direct deposit to the bank account nominated by the rental provider from time to time.</p>
Item 11 [1.1 & 6.2]	<p>Risks which the insurance policies must cover:</p> <ol style="list-style-type: none"> 1. Fire 2. Flood 3. Lightning 4. Storm and tempest 5. Explosion 6. Riots and civil commotion 7. Strikes 8. Malicious damage 9. Earthquake 10. Impact by vehicles 11. Impact by aircraft and articles dropped from them 12. Internal flood water <p>and such other risks as the rental provider reasonably requires from time to time.</p>
Item 12 [1.1 & 2.3.1]	<p>Amount of public risk insurance cover:</p> <p>\$20,000,000.00 or other amount reasonably specified from time to time by the rental provider</p>
Item 13	<p>Annual rent increase:</p> <p>If the renter exercises the option to renew the lease for a further term, the annual rent payable for the first year of the renewed term will be the sum of the annual rent payable in the last year of the preceding year increased by 4%. The rent will increase by 4% on each anniversary of the commencement date.</p>
Item 14 [1.1]	<p>Further term(s):</p> <p>Three (3) further terms of twelve (12) months.</p>
Item 15 [5]	<p>Earliest and latest dates for exercising option for renewal:</p> <p>Earliest date: 23 November 2023</p> <p>Latest date: 23 February 2024</p>
Item 16	<p>Additional provisions:</p> <p>1. Representations</p>

The **Renter** acknowledges and agrees that no promises, representations, warranties or undertaking either express or implied have been given by or on behalf of the **Rental provider** to the **Renter** or has otherwise arisen in relation to:

(a) the suitability of the Premises for any business to be carried on by the **Renter** or the use or purpose to which the Premises may be lawfully be put by the **Renter**; and

(b) any authorisation which may be required or granted by any government agency or authority in connection with the **Renter**, the **Renter's** business or the Premises.

The **Renter** acknowledges that it has satisfied itself that the Premises and the Land are suitable for the permitted use.

2. Approvals and consents

The **Renter** has full responsibility, at its expense, to ensure that all approvals, consents and licenses required by the **Renter** for the conduct of its business and use of the Premises are obtained and maintained throughout the Term of this rental agreement, any renewal thereof and any period of overholding and that all conditions of any such approvals, consents and licenses are observed and complied with.

3. Rental provider's Fitout

(a) The **Renter** shall not undertake any works or alterations to the Premises that have not been approved by the **Rental provider** and will not use any contractors not approved by the **Rental provider** provided however that such approval will not be unreasonably withheld. All work will comply with relevant authority requirements and be carried out in accordance with good practice.

(b) The **Renter** agrees to provide the **Rental provider** with the plans, design drawings and specifications for its fitout of the premises for the approval of the **Rental provider** (which approval will not be unreasonably withheld or delayed).

(c) The **Renter** will arrange construction insurance associated with the fitout works. The **Renter** will insure all items of the tenancy fitout for their full replacement value.

(d) Notwithstanding anything in this Lease, the **Renter** is responsible for all maintenance and repairs (including structural and capital repairs) required to

the fitout works or as a consequence of the fitout works.

Privacy Collection Notice

As professional property managers **Integrity Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9730 2333

Primary Purpose

As professional property managers, **Integrity Real Estate** 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 **Integrity Real Estate** 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

Integrity Real Estate 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, **Integrity Real Estate** 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 **Integrity Real Estate** 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 **Integrity Real Estate** privacy policy can be viewed without charge on the **Integrity Real Estate** website; or contact your local **Integrity Real Estate** office and we will send or email you a free copy.

Disclaimer

Integrity Real Estate 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. **Integrity Real Estate** 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 : **Sophie Osborn** on behalf of **Anthony De Pietro** (Rental Provider)



Signed at Tue, 25/03/2025 11:24

Renter(s)

Renter 1: **Gary Bright**



Signed at Wed, 16/04/2025 10:16

Renter 2: **Paul Stephens**



Signed at Wed, 16/04/2025 13:32

AUDIT TRAIL

Sophie Osborn (Rental Provider's Agent)

Tue, 25/03/2025 11:24 - Sophie Osborn stamped saved signature the Residential Rental Agreement Renewal

Tue, 25/03/2025 11:24 - Sophie Osborn submitted the Residential Rental Agreement Renewal

Gary Bright (Renter)

Wed, 16/04/2025 10:15 - Gary Bright clicked 'start' button to view the Residential Rental Agreement Renewal

Wed, 16/04/2025 10:16 - Gary Bright stamped saved signature the Residential Rental Agreement Renewal

Wed, 16/04/2025 10:16 - Gary Bright submitted the Residential Rental Agreement Renewal

Paul Stephens (Renter)

Wed, 16/04/2025 13:28 - Paul Stephens clicked 'start' button to view the Residential Rental Agreement Renewal
Wed, 16/04/2025 13:32 - Paul Stephens stamped saved signature the Residential Rental Agreement Renewal
Wed, 16/04/2025 13:32 - Paul Stephens submitted the Residential Rental Agreement Renewal

AGREEMENT END

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](http://consumer.vic.gov.au/duediligencechecklist) (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.