

## **Community Rent Scheme Head Lease terms and conditions**

### **Availability of the head lease**

The Community Rent Scheme head lease template and the information contained in it (the 'head lease') is made available to Community Rent Scheme Registered Providers ('you' or 'your') by the State of Queensland, acting through the Department of Communities ('the State'), as an information source only and on the basis that you are responsible for making your own independent assessment of the head lease.

The State cannot provide you with any advice or assistance in relation to the head lease. The State recommends that you seek your own independent legal advice about the head lease, if you choose to access it or use it. The head lease is not a substitute for legal advice, including legal advice on your particular circumstances. You are under no obligation to use the head lease in any way, as it is for information only.

By accessing the head lease, you agree to comply with all of the terms and conditions listed below.

### **Access to the head lease**

You may only access the head lease where you are a Community Rent Scheme Registered Provider who will be a contracting party to a lease arrangement under the Community Rent Scheme in Queensland ('your lease'). If you choose to access or use the head lease you must not use the head lease for any purpose other than for your lease.

You are not authorised to distribute, license, sell or otherwise grant others permission to use the head lease.

You must not (and you must ensure that others do not) use the head lease or your lease to represent or imply falsely, deceptively or confusingly that the State or the Queensland Government:

- endorses, sponsors, approves of or is affiliated with, or related to, any third party (including you) or any product or service (including, without limit, your lease) supplied by or through you or any other person; or
- imposes any obligation or makes any recommendation that the head lease be used.

It is your responsibility to ensure you are satisfied with your lease and that and all information contained in your lease conforms to and complies with all applicable laws, standards and government policies.

### **Disclaimer**

You acknowledge and accept that any reliance on or download or use of the head lease ('use') is at your own risk. The head lease is made available to you on an 'as is' basis and the State:

- makes no statement, representation or warranty of any kind concerning the head lease and expressly excludes any implied representation or warranty that the head lease is free of infection by computer viruses or other contamination or that it is accurate, adequate, current, of any particular quality, complete, non-infringing or suitable for any purpose; and
- disclaims all responsibility and excludes all liability (including, without limitation, liability in negligence) for all direct or indirect losses, damages, expenses and costs anyone (whether you or a third party) might incur as a result of any use of part or all of the head lease for any reason, including (without limit) by reason of the head lease:
  - (a) not being free from infection by computer viruses or other contamination; or
  - (b) being inaccurate, inadequate, out of date, deficient, incomplete, infringing or unsuitable for any purpose, in any way and for any reason.

### **Your responsibilities**

You expressly acknowledge that the State is not responsible or liable for any of your activities or use of the head lease or your lease. Your sole remedy is to refrain from accessing or using the head lease if:

- (a) the head lease is not free from infection by computer viruses or other contamination or is inaccurate, inadequate, out of date, deficient, incomplete, infringing or unsuitable for any purpose, in any way and for any reason;
- (b) you are dissatisfied in any way with the head lease; or
- (c) you suffer any loss or damage in connection with any use of any part or all of the head lease, howsoever arising.

### **Indemnity**

In consideration of the State's consent to you using the head lease, you expressly agree to permanently and unconditionally indemnify the State of Queensland from and against any loss, claim or demand that is or may be made against the State or suffered or incurred by the State arising in connection with your use of the head lease or any breach by you of these terms and conditions.