
Headlease Agreement for Residential Tenancies under the CRS Program

Part 1 – Schedule

Item 1 This agreement is made on

Item 2 Headlessor's name/trading name

Item 3 Address

		Postcode

Phone

Fax

Email

Item 4 CRS Organisation

Item 5 Address

		Postcode

Phone

Fax

Email

Item 6 Headlessor's agent name/trading name (if applicable)

Item 7 Address

		Postcode

Telephone

Fax

Email

Item 8 Address of premises

		Postcode

Property inclusions provided

Item 9 The term of this agreement is

☐ Fixed Term ☐ Periodic ☐ Other Specify:

Beginning on

--

Ending on

--

Item 10 Rent

\$

Per

☐ week ☐ fortnight ☐ month

Item 11 Rent is payable on

--

of every

☐ week ☐ fortnight ☐ month

Item 11A Rent is to be paid in advance by

☐ week ☐ fortnight ☐ month

Item 12 Rent is to be paid by

Direct Deposit

at

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Item 13 Approved pets

☐ Yes ☐ No ☐ Negotiable

The types and number of pets that may be kept

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Item 14 Number of persons allowed to reside on the premises

--

Item 15 Are there any body corporate by-laws applicable to the premises

☐ Yes ☐ No

Item 16 Service charges

The CRS must pay for the following services supplied to the premises

a. electricity

☐ Yes ☐ No ☐ NA

b. gas

☐ Yes ☐ No ☐ NA

c. water (if yes, see Item 17)

☐ Yes ☐ No ☐ NA

d. telephone

☐ Yes ☐ No ☐ NA

e. another prescribed service

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If the premises are not individually metered for a service, the CRS must pay an apportionment of the cost of the service as follows

a. electricity

b. gas

c. telephone

d. another prescribed service

State how the charge for each service is recoverable

a. electricity

b. gas

c. telephone

d. another prescribed service

Item 17 Water charges

Amount agreed for reasonable water usage

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Charges for calculating water used in excess of reasonable water usage

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Item 18 Nominated repairers

Electrical Repairer

Plumbing Repairer

Other

Phone

Phone

Phone

Item 19 Is the nominated repairer the first point of contact for emergency repairs

☐ Yes ☐ No

Item 20 Is there a pool on the premises, or a common access pool, to which the Subtenant will have access?

☐ Yes ☐ No

Item 21 Special Terms

Special terms may be included below but the special terms must not be inconsistent with the conditions in this Agreement and governing Act.

- | |
|---|
| 1. At the end of the tenancy, the CRS Organisation will leave the property in a condition |
| corresponding with the Entry Condition Report (Form 1A) completed at the commencement |
| of the tenancy, except for fair wear and tear and/or deterioration. |
| 2. The Lessor must ensure that the roof and gutters are kept clean and clear of debris. |
| 3. The Lessor must have the premises treated by a Licensed Pest Controller annually. |

Special Terms Continued

4. The Lessor must ensure that the smoke detectors in the dwelling are inspected and certified as fully serviceable annually.
5. The Lessor is to ensure that any electrical appliances contained in the property are tested and tagged in accordance with regulations or relevant legislation.
6. Any or all of the above lessor responsibilities may be arranged through the CRS Organisation on a cost recovery basis.
7. The Lessor is to ensure that there is building and public liability insurance (\$10 million) in place at all time of this lease. Copies of Certificate of Currency must be provided to the CRS Organisation annually.
8. If the Headlessee is to pay for water consumption, the account must be supplied to the CRS Organisation 30 days so that payment can be arranged or recovered from the Sub-tenant. Failure to supply the account within the timeframe may result in the account not being paid.

Signed by the Headlessor/Headlessor's Agent

Name of Headlessor/Agent

Signature of Headlessor/Agent

Date

In the presence of (witness)

Name of witness

Signature of witness

Date

Signed on behalf of the CRS Organisation

Name of person authorised to sign

Signature of Person

Date

In the presence of (witness)

Name of witness

Signature of witness

Date

Headlease Agreement for Residential Tenancies under the CRS Program

Part 2 - Conditions

INTRODUCTION

1. Interpretation

In this Agreement, unless the contrary intention appears:

1.1 Definitions

Act means the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) and the *Residential Tenancies and Rooming Accommodation Regulation 2009* (Qld) and subsequent amendments to the foregoing as may be enacted from time to time.

Agreement means this agreement together with and any Schedules, annexures or attachments thereto.

Business Day means any day other than a Saturday, Sunday or public holiday in the City of Brisbane.

Claim means any requisition, objection, action, claim, legal proceeding (whether before a court or tribunal), demand or withholding.

Confidential Information means information that is by its nature confidential, and includes:

- (a) information which relates to the Subtenant (including Subtenant lists, details of their requirements, their identity and their financial affairs);
- (b) all information and records belonging to the CRS in whatever form, and includes information which relates:
 - i. to any arrangements or transactions between the Subtenant and the Headlessor;
 - ii. to any arrangements or transactions between the CRS and the Subtenant; and
 - iii. to any arrangements or transactions between the CRS and the Headlessor; and
- (c) all material including but not limited to books, documents and information stored by any means which is disclosed or made available by the Queensland State Government in connection with the Act, the CRS Program, this Agreement, the Sublease, the Subtenant or the Premises.

Costs means any demands, losses, compensation, injury, damages (including damages for loss of profits), costs or expenses (including legal costs on a full indemnity basis), arising directly or indirectly from any circumstances whether in contract, tort, by statute or otherwise.

Court means the Magistrates Court nearest to the location of the Premises.

CRS means the organisation named in Item 4 and includes any person acting on behalf of the organisation.

Dispute Resolution Centre means the alternative dispute resolution service provided by the Magistrates Court or some other similar service as agreed between the parties.

Form means a form approved by the Residential Tenancies Authority pursuant to the Act.

Headlessor means the person named in Item 2.

Headlessor's Agent means the person appointed to act on behalf of the Headlessor listed at Item 7 or whose name and address for service is otherwise notified in writing to the CRS and is authorised to do all things on behalf of the Headlessor under the Agreement.

Item means the Item number in the Part 1 Schedule.

Premises means the Premises in Item 8 and any inclusions listed.

Schedule means the Part 1 Schedule to this Agreement.

Special Term means a term inserted at Item 21 of the Schedule.

Standard Term means a clause in this Part 2 - Conditions to this Agreement.

Sublease means the tenancy Agreement between the CRS and the Subtenant.

Subtenant means the person subletting the Premises as a residence from the CRS.

1.2 Meanings

- a) An Agreement which names two or more persons as a party shall bind them jointly and severally.
 - b) A Standard Term overrides a Special Term if they are inconsistent.
 - c) References to any authority, association or other body includes any authority, association or other body that may in the opinion of the CRS, be or become established in lieu of or in succession to the same.
 - d) Unless the context otherwise expressly requires, where a term defined in the Act is used in this Agreement, the term shall bear the same meaning as defined in the Act.
 - e) References to any statute includes any enactment amending, consolidating or replacing the same and any relevant subordinate legislation or other requirement under the same, whether present or future.
 - f) References to any document or agreement including this Agreement, or a Residential Tenancies Authority form, includes a reference to that document or agreement as amended, innovated, supplemented, varied or replaced from time to time.
 - g) References to the whole includes any part.
 - h) References to "writing" or words of a similar effect includes any means of reproducing words in a visible form.
 - i) References to "month" means calendar month.
 - j) Words specifying a particular gender include any other gender; words specifying the singular number only include the plural number and vice versa; and words specifying an individual include a corporation and vice versa.
 - k) The headings to clauses in this Agreement shall be ignored.
 - l) This Agreement shall bind each party's legal personal representatives, administrators, successors, transferees and assigns.
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2. Relationship between Headlease and Sublease

- a) The parties acknowledge that the Premises are let to the CRS for the purposes of subletting under clause 14.
 - b) In order to ensure that the Subtenant has quiet enjoyment of the Premises under the Sublease, the parties agree to comply with the obligations under this Agreement.
 - c) If either party is in breach of its obligations under this Agreement which results in damage or loss by the Subtenant under the Sublease, the party in breach may be liable for the loss or damages suffered by the Subtenant under clauses 31-32.
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STARTING THE TENANCY

3. Starting date

- a) The tenancy starts on the day stated in Item 9.
- b) However, if no day is stated or if the stated day is before the signing of this Agreement, the tenancy is taken to begin or to have begun when the CRS is or was given a right to occupy the Premises.
- c) This Agreement commences on the date stated in Item 1.

4. Application of the Act

- a) If this Agreement becomes a residential tenancy agreement for the purposes of the Act, the Headlessor and the CRS must comply with the provisions of the Act.
- b) If the Act applies to this Agreement, the Headlessor or the CRS will not be in default of an obligation placed on a party by the express terms of this Agreement where those terms are inconsistent with the Act.

5. Entry condition report

- a) The Headlessor must prepare an entry condition report for the Premises (Form 1a) and sign and give 2 copies of the condition report to the CRS.
 - b) The copies must be given:
 - i) if the tenancy begins on or after the signing of this Agreement – when this Agreement is given to the CRS for signing; or
 - ii) if the CRS becomes entitled to occupy the Premises under the Agreement after it was signed – on or before the day the CRS became entitled to occupy.
 - c) The CRS must mark the copies of the report to show any parts the CRS disagrees with, and sign and return 1 copy to the Headlessor within a period ending 3 days after the CRS is entitled to occupy the Premises.
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- d) If the CRS returns the copy of the report to the Headlessor or Headlessor's Agent under subclause (c), the Headlessor or Headlessor's Agent must make a copy of the report and return it to the CRS within 14 days.
- e) The Headlessor or Headlessor's Agent must keep, at least until 1 year after the Agreement ends—
 - i) the signed copy of the report returned to the Headlessor or Headlessor's Agent by the CRS; or
 - ii) if the CRS does not return a signed copy—another copy of the report.

6. Units and townhouses

- a) The Headlessor must give the CRS a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* that apply to the occupation of the Premises or to any common area available for use by the CRS with the Premises.
- b) The CRS must comply with any of the by-laws that apply to the occupation of the Premises by the CRS or to any common area available for use by the CRS with the Premises.

7. Costs

The Headlessor and CRS agree to pay their own costs of entering into this Agreement.

RENT

8. When, how and where rent must be paid

- a) The CRS must pay the rent stated in Item 10.
- b) The rent must be paid at the times stated in Item 11.
- c) The rent must be paid in a way and at the place stated in Item 12 unless the parties reach mutual agreement as to a new way or a new place for payment.

9. Rent in advance

- a) The Headlessor may require the CRS to pay rent in advance only if the payment is no more than:
 - i) for a periodic Agreement – the period stated at Item 11A; or
 - ii) for a fixed term Agreement – 1 month's rent.
- b) The Headlessor cannot require payment for rent in a period for which rent has already been paid.

10. Rent increases

- a) Rent may only be increased in the following circumstances:
 - i) if this Agreement is a periodic Agreement, by giving written notice of at least 2 months plus 3 days to the CRS that the rent will be increased setting out the amount of the increase and the date on which the increase will take effect;
 - ii) if this Agreement is a fixed term Agreement, the rent may not be increased during the term of the Agreement. However, the Headlessor may increase the rent by giving written notice of at least 2 months plus 3 days to the CRS that the rent will be increased on a date which is not earlier than the date the fixed term expires.
- b) A rent increase does not take effect unless the notice requirements of this clause are fulfilled.
- c) Notwithstanding any other provision of this Agreement to the contrary, the Headlessor must not increase the existing rent less than six months since the date the existing rent became payable by the CRS.

OUTGOINGS AND SERVICE CHARGES

11. Outgoings

The Headlessor must pay all charges, levies (including body corporate levies), premiums, rates or taxes for the Premises, other than a service charge.

12. Service charges

- a) The CRS must pay a service charge (other than a water service charge) supplied to the Premises during the tenancy if :
 - i) the CRS enjoys or shares the benefit of the service; and
 - ii) Item 16 states the CRS must pay the service charge; and
 - iii) either the Premises are individually metered for the service; or Item 16 states how the CRS's apportionment of the cost of the service is to be worked out; and
 - iv) Item 16 states how the charge may be recovered by the Headlessor from the CRS.

13. Water service charges

- a) The Headlessor may not make a claim for water service charges unless:
 - i) the water supply is individually metered; and
 - ii) the parties have agreed to a reasonable amount for water consumption as set out in Item 17 and the water usage is in excess of that amount; and
 - iii) the parties have agreed to a way of calculating water charges in excess of a reasonable water consumption as set out in Item 17; and
 - iv) the amount is not in excess of the amount charged by the relevant supply authority for the quantity of water supplied to the Premises.

- b) If the water supplied to the Premises is tank water, the Headlessor may not make a claim for water service charges unless:
- the water supplied is fit for human consumption; and
 - the parties have agreed to a reasonable amount for water consumption as set out in Item 17. and the water usage is in excess of that amount; and
 - the method of calculating the charges are agreed to and set out in Item 17; and
 - the amount is not in excess of the amount charged by the supplier for the quantity of water supplied by vehicle to the Premises.
- c) An amount agreed by the parties for reasonable water usage and a method for calculating charges must take into account the following factors:
- the amount the relevant supply authority or supplier charges for water;
 - the average water usage in the area;
 - the number of people occupying the Premises;
 - the size of the property including gardens or lawns;
 - whether the Headlessor has particular requirements regarding watering gardens or lawns;
 - whether the Premises are fitted with water saving devices;
 - a reasonable amount for which the Headlessor should be liable.
- d) The Headlessor agrees to provide all relevant information to the CRS for the purposes of calculating reasonable usage and calculation of water charges, for example, a copy of the rates notice for the Premises.
- e) If either party disputes the calculation of an amount for reasonable water usage and the method of calculating water charges, they may use the Disputes procedure set out in clause 30.
- f) The CRS may be required to pay an amount for all of the water consumption charges payable for the Premises for a period only if, during the period, the Premises are water efficient.
- g) If during a period the Premises are not water efficient, the CRS may only be required to pay an amount for the water consumption charges payable for the Premises for the period that is more than an amount payable for a reasonable quantity of water supplied to the Premises.
- h) Also, the CRS may not be required to pay an amount of the water service charges payable for the Premises for a fixed charge for the water service to the Premises.
- i) For this clause, Premises are water efficient only if they comply with the water efficiency requirements prescribed under a regulation made pursuant to the Act.

RIGHTS AND OBLIGATIONS DURING THE TENANCY

14. Consent to sublet the Premises

The Headlessor agrees to rent the Premises to the CRS for the purposes of subletting as a residence to persons who are eligible, in the absolute discretion of the CRS, under the CRS Program.

15. Headlessor's Covenants

- The Headlessor must ensure there is no legal impediment to occupation of the Premises by the CRS as a residence for the term of the tenancy. This clause shall only apply to legal impediments the Headlessor knows about or ought reasonably to have known about.
- The Headlessor must use its best endeavours to ensure that the CRS does not breach the Sublease with the Subtenant.
- The Headlessor must use reasonable endeavours to assist the CRS in answering any queries from the Queensland State Government concerning the Premises, the Act and this Agreement.

16. Mortgages over the Premises

The Headlessor agrees that if there is a mortgage over the Premises, they will:

- advise the CRS of the existence of the mortgage and the name of the mortgagee, and
- obtain the written consent of the mortgagee to the granting of the Agreement under these terms before the commencement date.

17. Vacant possession and quiet enjoyment

- The Headlessor must ensure the CRS has vacant possession of the Premises (other than any part of the Premises that a Special Term states the CRS does not have a right to occupy exclusively) on the day the CRS is entitled to occupy the Premises under this Agreement.
- The Headlessor must ensure the CRS has quiet enjoyment of the Premises.
- The Headlessor or Headlessor's Agent must not interfere with the quiet enjoyment, reasonable peace, comfort or privacy of the CRS in using the Premises.

18. Headlessor's right to enter the Premises

- The Headlessor or the Headlessor's Agent may enter the Premises only for the reasons and after fulfilling the notice requirements in the following table:

Paragraph	Reasons for Entry	Notice Requirements for Entry
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a)	To inspect the Premises	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *10 days notice <input type="checkbox"/> Must be more than 3 months since last entry to inspect <input type="checkbox"/> If the inspecting Agent is not the renting Agent, the Agent must provide evidence of their appointment as Headlessor's Agent or the CRS agrees to the entry.
b)	To make routine repairs or carry out maintenance on the Premises	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> if it is not practical to give notice because of the remoteness of the Premises and the shortage in the general area of the Premises of a suitably qualified tradesperson or other person needed to make the repairs or maintenance, then the Headlessor is not required to give an entry notice to the CRS <input type="checkbox"/> If the inspecting Agent is not the renting Agent, the person must provide evidence of their appointment as Headlessor's Agent or the CRS agrees to the entry.
c)	If repairs or maintenance have been made or carried out under paragraph (b) - within 14 days after the completion of the repairs or maintenance, to inspect the repairs or maintenance	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> If the inspecting Agent is not the renting Agent, the person must provide evidence of their appointment as Headlessor's Agent or the CRS agrees to the entry.
d)	To comply with the Fire and Rescue Service Act 1990 in relation to smoke alarms;	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> if it is not practical to give notice because of the remoteness of the Premises and the shortage in the general area of the Premises of a suitably qualified tradesperson or other person needed to make the repairs or maintenance, then the Headlessor is not required to give an entry notice to the CRS <input type="checkbox"/> If the inspecting Agent is not the renting Agent, the person must provide evidence of their appointment as Headlessor's Agent or the CRS agrees to the entry.
e)	To comply with the Electrical Safety Act 2002 in relation to approved safety switches;	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> if it is not practical to give notice because of the remoteness of the Premises and the shortage in the general area of the Premises of a suitably qualified tradesperson or other person needed to make the repairs or maintenance, then the Headlessor is not required to give an entry notice to the CRS <input type="checkbox"/> If the inspecting Agent is not the renting Agent, the person must provide evidence of their appointment as Headlessor's Agent or the CRS agrees to the entry.
f)	To show the Premises to a prospective purchaser or tenant	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> CRS has given Headlessor a Notice of Intention to Leave, or <input type="checkbox"/> Headlessor has given CRS Notice of Intention to Sell (Form 10) or a Notice to Leave (Form 12) when or before giving Entry notice <input type="checkbox"/> If the selling Agent is not the renting Agent, the selling Agent must provide evidence of their appointment as Headlessor's Agent to the CRS or the CRS agrees to the entry and <input type="checkbox"/> provide a copy of the Entry notice to the renting Agent <input type="checkbox"/> A reasonable time must have passed since the last inspection.
g)	To allow a valuation of the Premises to be carried out	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice <input type="checkbox"/> If the valuing Agent is not the renting Agent, the valuing Agent must provide evidence of their appointment as Headlessor's Agent, or the CRS agrees to the entry.
h)	If the Headlessor or Headlessor's Agent believes, on reasonable grounds, the Premises have been abandoned	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice
i)	If the Headlessor or Headlessor's Agent has given the CRS a notice to remedy a breach of the Agreement that is a significant breach - within 14 days after the end of	<input type="checkbox"/> Entry notice in Form 9 <input type="checkbox"/> at least *4 days notice

	the allowed remedy period, to inspect to ascertain whether the CRS has remedied the breach	
j)	If the CRS agrees	<input type="checkbox"/> No Entry notice required provided the CRS has agreed to the time of entry.
k)	In an emergency	<input type="checkbox"/> No Entry notice required.
l)	If the Headlessor or Headlessor's Agent believes on reasonable grounds that the entry is necessary to protect the Premises or inclusions from imminent or further damage	<input type="checkbox"/> No Entry notice required. <input type="checkbox"/> Headlessor or Headlessor's Agent may enter with a Police Officer.

2) Regardless of any provision of this Agreement to the contrary, and to avoid a contravention of the Act, the Headlessor or Headlessor's Agent may enter the Premises only if:

- a) the CRS has given notice of the proposed entry to the Subtenant in accordance with the requirements of the Act;
- b) the applicable requirements for the expiry of the period of notice upon the Subtenant have been met; and
- c) the requirements of the Act are otherwise fulfilled.

3) An entry under subclause (1), paragraphs (a) to (i):

- a) must be made at a reasonable time; and
- b) unless the CRS otherwise agrees, must not be made on:
 - i) a Sunday or public holiday; or
 - ii) another day after 6p.m. or before 8a.m.

However, for an entry under subclause (1)(b), (d) or (e), subclause (3)(b) does not apply if it is not practicable to comply with that provision because of—

- a) the remoteness of the Premises; and
- b) the shortage in the general area of the Premises of a suitably qualified tradesperson or other person needed to make the repairs or carry out the maintenance.

19. Use of Premises by CRS

The CRS may use the Premises for the purpose of subletting to a Subtenant as a place of residence or mainly as a place of residence or for some other use allowed under a special term.

20. Number of occupants allowed

No more than the number of persons stated in Item 14 may reside in the Premises.

21. Pets

- a) The CRS may allow pets to be kept on the Premises only if the Headlessor gives its approval under Item 13.
- b) A Special Term may state requirements for keeping pets.
- d) The CRS must comply with the requirements.

22. Headlessor's obligations for standard of the Premises

- a) At the start of the tenancy the Headlessor must ensure:
 - i) the Premises are clean and fit for the Subtenant to live in and are in good repair;
 - ii) the Headlessor is not in breach of a law dealing with issues about the health and safety of persons using or entering the Premises;
 - iii) there is a landline telephone connection to the Premises and any infrastructure (including cables, wire, pipes and conduits) as is necessary to supply a telephone service to the Premises are installed; and
 - iv) that both it and the Premises meet all building requirements of the local and state authorities.
- b) While the tenancy continues the Headlessor must:
 - i) maintain the Premises in a way that the Premises remain fit for the Subtenant to live in; and
 - ii) maintain the Premises in good repair (including structural repairs) and attend to any repair and maintenance of the Premises required of the Headlessor in accordance with any legislative requirements, and otherwise at common law, in equity and by statute; and
 - iii) ensure any law dealing with issues about the health and safety of persons using or entering the Premises is complied with;
 - iv) keep any common area included in the Premises clean; and
 - v) comply with all legislative requirements and with the requirements of each Government authority, relating to the Premises and its use, including (without limitation) all privacy, disability, discrimination, environmental, planning and safety laws.
- c) In this clause *Premises* includes any common area available for use by the CRS with the Premises.

- d) The Headlessor will at its own expense, from the commencement of this Agreement and at all times during the term of the Agreement obtain and maintain all necessary consents, permits, authorisations, approvals, licences, accreditations, certificates, registrations, exemptions or other recognition by a government authority for the use permitted under this Agreement to be lawful and provide to the CRS copies of all such documents.

23. Pest Control by the Headlessor

- a) The Headlessor agrees to carry out pest control fumigation of the Premises at least once every 12 months from the starting date of this Agreement.
- b) The Headlessor's fumigation must cover the following pests and vermin - *cockroaches, silverfish, mice, ants, spiders, fleas, ticks.

24. Headlessor's obligation to take out public liability insurance

- a) The Headlessor agrees to take out and maintain a Public Liability Policy of insurance while this Agreement is in force, which:
- i) covers liability to any person occupying or entering the Premises;
 - ii) is taken out with an insurer authorised to carry out insurance business under the *Insurance Act 1973* (Cth); and
 - iii) is a comprehensive policy with a limit of not less than \$10 million per one occurrence.
- b) The Headlessor agrees to provide evidence of the insurance policy to the CRS before the commencement of this Agreement and at any other time within 14 days of a written request by the CRS.

25. CRS's obligations for standard of the Premises

The CRS must keep the Premises clean, having regard to their condition at the start of the tenancy, fair wear and tear excepted.

26. Supply of locks and keys

The Headlessor must supply and maintain all locks necessary to ensure:

- a) access to the Premises (and any common area available for use by the CRS with the Premises);
- b) that the Premises (and any common area available for use by the CRS with the Premises) are reasonably secure; and
- c) give a key for each lock to the CRS.

27. Changing locks

- a) The Headlessor or the CRS may change locks if:
- i) both agree to the change; or
 - ii) there is a reasonable excuse for making the change.
- b) The Headlessor or CRS must not act unreasonably in failing to agree to the change of lock.
- c) If a lock is changed, the party changing it must give the other party a key for the changed lock unless the CRS and Headlessor agree otherwise.

28. Fixtures or structural changes

- a) The CRS may attach a fixture, or make a structural change, to the Premises only if the Headlessor agrees to the fixture's attachment or the structural change.
- b) The agreement regarding the fixture or structural change must be written, describe the nature of the fixture or change and include any terms of the agreement.
- c) If the Headlessor does agree, the CRS must comply with the terms of the agreement.
- d) The Headlessor must not act unreasonably in failing to agree.
- e) If the CRS attaches a fixture, or makes a structural change, to the Premises without the Headlessor's agreement, the Headlessor may:
 - i) take action for a breach of a term of this Agreement; or
 - ii) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the Premises for the Headlessor's benefit (that is, treat it as belonging to the Headlessor, without having to pay the CRS for it).

29. Repairs

29.1 Meaning of emergency and routine repairs

Emergency repairs are works needed to repair any of the following:

- a) a burst water service;
- b) a blocked or broken lavatory system;
- c) a serious roof leak;
- d) a gas leak;
- e) a dangerous electrical fault;
- f) flooding or serious flood damage;

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

Routine repairs are repairs that are not emergency repairs.

29.2 Nominated repairer for emergency repairs

- a) The Headlessor's nominated repairer for emergency repairs of a particular type may be stated either in Items 18 and 19, or in a written notice given by the Headlessor to the CRS.
- b) If stated in Item 18, the nominated repairer is the CRS's first point of contact for notifying the need for emergency repairs.
- c) The Headlessor must give written notice to the CRS of any change of the Headlessor's nominated repairer.

29.3. Notice of damage and need for repairs

- a) If the CRS knows the Premises have been damaged, the CRS must give notice as soon as practicable of the damage.
- b) If the Premises need routine repairs, the notice must be given to the Headlessor.
- c) If the Premises need emergency repairs, the notice must be given to:
 - i) the nominated repairer for the repairs; or
 - ii) if there is no nominated repairer for the repairs or the repairer can not be contacted – the Headlessor.

29.4. Emergency repairs arranged by CRS

- a) The CRS may arrange for a suitably qualified person to make emergency repairs if:
 - i) the CRS has been unable to notify the Headlessor or nominated repairer of the need for emergency repairs to the Premises; or
 - ii) the repairs are not made within a reasonable time after notice is given.
- b) The maximum amount that may be incurred for emergency repairs arranged to be made by the CRS is an amount equal to the amount payable under this Agreement for 4 weeks rent.

29.5. Cost of Emergency Repairs may be withheld by CRS

- a) If the Headlessor does not comply with a written request by the CRS to refund the cost of emergency repairs within 7 days of receiving the request, the CRS may withhold an amount, but not more than 4 weeks rent, from the rent as payment for the emergency repairs.
- b) If the Headlessor disputes the amount which has been withheld by the CRS, the Headlessor may use the dispute process in clause 30 to resolve the dispute.

29.6. Nominated Repairer

- a) The Headlessor may specify in Item 18, or in a written notice to the CRS, a nominated repairer who is to make or arrange for repairs.
- b) The Headlessor agrees to nominate tradespersons who:
 - i) are qualified, if necessary, under the relevant law; and
 - ii) have the necessary skills and experience to do the work; and
 - iii) have adequate insurance to cover loss or damage to third parties, taking into consideration the work to be done and the risks involved.

29.7 Payments and Deductions

- a) The Headlessor agrees with the CRS to, throughout the Term make all payments due by the Headlessor:
 - i) to the CRS under this Agreement or on any other account;
 - ii) for any amount outstanding under this Headlease in respect of service charges, water service charges, outgoings; or
 - iii) for any amount outstanding in respect of the nominated repairer, repairer or other contractor's fees; and
 - iv) to pay or suffer deduction of any such payments due from the Rent to be paid to it by the CRS.
- b) The Headlessor must reimburse the CRS on demand for any money paid by the CRS for or on behalf of the Headlessor within fourteen (14) days of demand.

DISPUTES

30. Procedure for Disputes

- a) If a dispute arises between the Headlessor and the CRS, then either party may give the other a Notice to Remedy Breach (Form 11) giving them at least 10 days to fix the problem.
- b) If the other party does not comply with the Notice to Remedy, then they may take one of the following steps:

- i) Seek mediation services through the Dispute Resolution Centre, with each party to pay its own costs of going to mediation; or
- ii) Bring an application to the Court seeking an order to resolve the dispute, including an order about costs relating to the dispute, with each party to pay costs of going to Court as decided by the Court.

BREACHES

31. Damages for breach of Agreement

- a) If either party breaches this Agreement, the other party may begin Court proceedings for orders to remedy the breach or recover the costs arising from the other party's breach.
- b) The parties agree not to begin Court proceedings until the steps set out for resolving disputes in clause 30 have been followed and the parties have been unsuccessful in resolving the dispute.
- c) The party claiming damages must take all reasonable steps to minimise its loss.

32. Liability for breaches

- a) If there is more than one Headlessor named in Item 2, a breach of the Agreement by an act or omission of one Headlessor is taken to be a breach by the Headlessor.
- b) A breach of the Agreement by an act or omission of the Headlessor's Agent is taken to be a breach by the Headlessor.
- c) A breach of the Agreement by an act or omission of a person acting on behalf of the CRS is taken to be a breach by the CRS.
- d) Notwithstanding any provision of this Agreement to the contrary, the Headlessor releases and indemnifies the CRS and keeps the CRS released and indemnified, in respect of and against any Claim or Costs arising directly or indirectly from any circumstances, for which the CRS, its officers, agents or employees may be or become liable whether in contract, tort, by statute or otherwise, in respect of this Agreement and whether during or after the term of this Agreement, including in respect of any loss or damage to property, or injury or death to any person, (including to the Subtenant) caused by:
 - i) any act or omission on the part of the Headlessor, its agents, licensees, employees or contractor, others under the Headlessor's control;
 - ii) for any Costs or Claim the CRS incurs as a result of any breach of this Agreement by the Headlessor; or
 - iii) for any costs arising as a result of any request for the Headlessor's consent pursuant to this Agreement;
 except to the extent that such Claim or Costs are caused by the negligent act or omission of the CRS, its officers, employees or its agents in carrying out the terms of this Agreement.

ENDING THE AGREEMENT

33. Headlessor ending the Agreement

- 1) The Headlessor may end the Agreement on the following grounds and only after giving the CRS the Notices for the time periods set out below:

Grounds for ending tenancy	Name of Notice required
Notice to Remedy Breach (Form 11) has been given to the CRS for unpaid rent or other breach and problem not fixed within allowed remedy period	Notice to Leave for Unremedied Breach (Form 12)
An event occurs which: <ul style="list-style-type: none"> destroys the Premises making it unfit to live in, or makes the Premises unlawful to use as a residence; and the event is not due to a breach of the Agreement by the Headlessor. 	Notice to Leave for non-livability (Form 12)
The Premises have been acquired or taken over by a government agency	Notice to Leave for compulsory acquisition (Form 12)
Headlessor has signed a sale contract with vacant possession (for periodic Agreements only)	Notice to Leave for sale contract (Form 12)
Headlessor wishes to retake possession of the property under a periodic Agreement	Notice to Leave without ground (Form 12)
Headlessor wishes to retake possession of the property under a fixed term Agreement	Notice to Leave without ground (Form 12)
CRS or its Subtenants have intentionally or recklessly caused, or likely to cause serious damage to the Premises	Notice to Leave for damage (Form 12)
CRS or its Subtenants have intentionally or recklessly caused, or likely to cause injury to the Headlessor, the Headlessor's Agent, someone else allowed on the Premises, or a person occupying or allowed on Premises nearby, but not a person who is the spouse of a Subtenant	Notice to Leave for injury (Form 12)
CRS or its Subtenants have harassed, intimidated or verbally abused the Headlessor or the Headlessor's Agent, or a person	Notice to Leave for objectionable behaviour (Form 12)

occupying or allowed on Premises nearby or is causing, or have caused, a serious nuisance to persons occupying Premises nearby	
The Headlessor has given the CRS two separate Notices to Remedy for breach under the Agreement (which are remedied within the remedy period) and a third breach occurs within 2 years after the date of the first Notice to Remedy	Notice to Leave for repeated breaches (Form 12)

- 2) Pursuant to clause 35, for each of the termination rights stated in this clause 33 the handover day shall be the respective period of notice provided under the Act plus an additional three Business Days.

34. CRS ending the Agreement

- 1) The CRS may end the Agreement on the following grounds and only after giving the Headlessor the Notices for the time periods set out below:

Grounds for ending tenancy	Name of Notice required	Timeframe of notice
Notice to Remedy Breach (Form 11) has been given to the Headlessor for a breach and problem not fixed within allowed remedy period	Notice of Intention to Leave for Unremedied Breach (Form 13)	
An event occurs which: <ul style="list-style-type: none"> destroys the Premises making it unfit to live in, or makes the Premises unlawful to use as a residence; and the event is not due to a breach of the Agreement by the CRS or its Subtenant 	Notice of Intention to Leave for non-livability (Form 13)	
The Premises have been acquired or taken over by a government agency	Notice of Intention to Leave for compulsory acquisition (Form 13)	
Headlessor has put the property on the market for sale	Notice of Intention to Leave for sale of property (Form 13). Handover day is at least 14 days from the day the notice is given.	
CRS wishes to leave the property under a periodic Agreement	Notice of Intention to Leave without ground (Form 13)	
CRS wishes to end fixed term Agreement	Notice of Intention to Leave without ground (Form 13)	
Headlessor or its Headlessor's Agent has intentionally or recklessly caused, or likely to cause serious damage to the Premises, the CRS or the Subtenant's goods	Notice of Intention to Leave for damage (Form 13)	
Headlessor or Headlessor's Agent has intentionally or recklessly caused, or likely to cause injury to the CRS, a person acting on behalf of the CRS or the Subtenant, or someone else allowed on the Premises	Notice of Intention to Leave for injury (Form 13)	
Headlessor or Headlessor's Agent has harassed, intimidated or verbally abused the CRS, its Agents, the Subtenant, or a person occupying the Premises	Notice of Intention to Leave for objectionable behaviour (Form 13)	
The CRS has given the Headlessor two separate Notices to Remedy for breach under the Agreement (which are remedied within the remedy period) and a third breach occurs within 2 years after the date of the first Notice to Remedy	Notice of Intention to Leave for repeated breaches (Form 13)	
CRS wishes to end fixed term lease due to the property no longer being suitable to meet the requirements of the funded program.	Notice of Intention to Leave (Form 13)	Handover date is at least 59 days after notice is given.
CRS are no longer funded to provide accommodation under the CRS Program	Notice of Intention to Leave for ending of funding (Form 13).	Handover day is one month after notice is given

- 2) Pursuant to clause 35, unless otherwise stated in this clause, for each of the termination rights stated in this clause 33 the handover day shall be the respective period of notice provided under the Act

35. Operation of the Act

The parties acknowledge that:

- a) as this Agreement is not an agreement that is subject to the operation of the Act, the provisions of the Act relating to ending a residential tenancy agreement, termination and entry to the Premises do not strictly apply between them.
- b) Notwithstanding the foregoing, and in order ensure sufficient alignment between certain provisions of the Act that apply to the Sublease and the provisions of this Agreement, the parties agree that where a Form is sent pursuant to clauses 18, 33 or 34 of this Agreement, the provisions of the Act as are applicable to that Form shall govern the rights and obligations as between the parties, with such amendments as are required *mutatis mutandis* to give effect to the provisions contained in this Agreement concerning the ending or termination of this Agreement and entry to the Premises.
- c) To the degree of any inconsistency between the Form and the express provisions of this Agreement, this Agreement shall prevail. By way of example, any timeframe for notice prior to entry stated in a Form 9 shall be subject to any contrary timeframe stated at clause 18 to this Agreement.
- d) To give effect to the Form and the provisions of this Agreement, the Act and Form shall apply between the Parties as if descriptions of the:
 - i) 'lessor' in the Act or Form were read as 'Headlessor';
 - ii) 'tenant' in the Act or Form were read as 'CRS';
 - iii) 'tribunal' in the Act or Form were read as 'Court' (including in respect of notices given for noncompliance with a tribunal order to the effect that such apply to the order of a Court); and
 - iv) 'residential tenancy agreement' in the Act or Form were read as 'Agreement'.
- e) Notwithstanding the foregoing, the parties acknowledge, subject to any order of a Court to the contrary, that the provisions of the Act that permit appeal to the Tribunal (as defined therein) or the Tribunal's Dispute Resolution Service do not apply as between them. Any reference to the Tribunal on a Form sent pursuant to this Agreement is to be read accordingly.
- f) Notwithstanding the foregoing, and subject to the remaining provisions of this Agreement, the parties retain the ability at law to seek redress in any Court of competent jurisdiction in respect of any Form sent pursuant to this Agreement.

36. Both parties agreeing to end the Agreement

If the Headlessor and the CRS mutually agree to end the Agreement, they must record the terms of this intention in writing.

37. Headlessor Recovering Possession

- a) The Headlessor must give the relevant notices set out in clause 33 before any other step is taken to recover possession of the Premises.
- b) Subject to Subtenant's rights pursuant to the *Property Law Act 1974* (Qld), if the CRS or its Subtenant fails to leave on or before the handover day, the Headlessor may make application to the Court for:
 - i) an order to end the tenancy, and
 - ii) a warrant of possession, and
 - iii) an order for the recovery of a debt and damages owing for breach of a term under this Agreement.
- c) The Headlessor must not recover possession except as set out in the Agreement.

38. Condition Premises must be left in

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

39. Returning Keys

At the end of the tenancy, the CRS must return to the Headlessor all keys for the Premises.

40. Forwarding address for CRS

When handing over possession of the Premises, the CRS must state a forwarding address to the Headlessor or the Headlessor's Agent.

41. Exit condition report

- a) Within 3 days of handover day or after this Agreement ends, the CRS must prepare and sign a condition report for the Premises in the approved form, and give 2 copies of the report to the Headlessor or the Headlessor's Agent.
- b) The Headlessor must, within 3 business days after receiving the copies of the report:
 - i) sign the copies; and
 - ii) if the Headlessor does not agree with the report – show the parts of the report the Headlessor disagrees with by marking the copies in an appropriate way; and
 - iii) return a copy to the CRS.
- c) The Headlessor must keep a copy of the condition report signed by both parties for at least 6 months after this Agreement ends.

42. Goods or documents left behind on the Premises

- a) The CRS must take all of the Subtenant's belongings from the Premises at the end of the tenancy.
- b) The Headlessor may not treat belongings left behind as the Headlessor's own property, and must make an Agreement with the CRS for removing and dealing with goods or documents left behind by a Subtenant.

MISCELLANEOUS**43. Continuation if a fixed term Agreement**

- a) This clause applies if:
 - i) this is a fixed term agreement and a special term does not provide for the continuance of this Agreement after the day the term ends; and
 - ii) a notice to leave, a notice of intention to leave or an abandonment termination notice has not been given by the Headlessor or the CRS to the other before the day the term ends; and
 - iii) the CRS continues to occupy the Premises after that day.
- b) This Agreement (other than any term about this Agreement's term) continues to apply on the basis that the CRS is holding over under a periodic tenancy.

44. Extension of Agreement

This Agreement may be extended for a further fixed term by the parties signing a written document in the form of a Part 1 Schedule setting out the new term and any other variations to Part 1 or Part 2 of the Agreement.

45. Notices

- a) A notice under this Agreement must be written.
- b) A notice may be served on a party to this Agreement or on the Headlessor's Agent:
 - i) by giving it to the party or Headlessor's Agent personally; or
 - ii) if the schedule states an address for service for the party or Headlessor's Agent – by leaving it at the address, sending it by prepaid post as a letter to the address or by sending it by facsimile to the address.
- c) A party or the Headlessor's Agent may change their address for service only by giving written notice to each other party of a new address for service.
- d) On the giving of a notice of new address for service for a party or the Headlessor's Agent, the address for service stated in the schedule to the notice is taken to be the new address.
- e) Unless the contrary is proved:
 - i) a notice left at an address for service under this clause is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - ii) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - iii) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating that all pages of the notice have been successfully sent.

46. Severability

- a) If any part of the conditions of this Agreement are determined by a Court as being invalid, unlawful or unenforceable, such condition, to the extent that it is invalid, unlawful or unenforceable shall be severed from the remaining conditions.
- b) The remaining conditions shall continue to be valid and enforceable to the extent permitted by law.

47. Applicable Law

The law of Queensland applies to this Agreement.

48. Premises No Longer Fit

- 1) The CRS may give a notice to leave the Premises to the Headlessor because the Premises:
 - a) have been destroyed, or made completely or partly unfit to live in, other than because of a breach of the Agreement; or
 - b) no longer may be used lawfully as a residence; or
 - c) have been appropriated or acquired compulsorily by an authority.
- 2) A notice to leave under subclause (1)(a) or (b) is called a notice to leave for non-livability.
- 3) A notice to leave under subsection (1)(c) is called a notice to leave for compulsory acquisition.

49. Rent Decreases

- 1) This clause applies if the Premises —
 - a) are destroyed, or made completely or partly unfit to live in, in a way that does not result from a breach of this Agreement by the CRS or a breach of the Sublease by the Subtenant; or

- b) no longer may be used lawfully as a residence; or
 - c) are appropriated or acquired compulsorily by an authority.
- 2) This clause also applies if—
- a) services, facilities or goods to be provided to the CRS under this Agreement, or the Subtenant under the Sublease, are no longer available or are withdrawn other than because the CRS failed to meet the CRS's obligations under the Agreement or because the Subtenant failed to meet the Subtenant's obligations under the sublease; or
 - b) the amenity or standard of the Premises decreases substantially other than because of malicious damage caused by the CRS or by the Subtenant.
- 3) The rent payable under this Agreement decreases accordingly or, if an order for a decrease in the rent is made by a court or tribunal, to the extent stated in the order.

50. Assignment and Subcontractors

- a) The CRS is not entitled to, and must not assign this Agreement without the consent of the Headlessor. The Headlessor will not unreasonably withhold its consent to any assignment by the CRS.
- b) Except as otherwise provided in this Agreement, the CRS must not grant subcontracts, licences, franchises or concessions for any part of the management of the Premises which the CRS is permitted to conduct without the consent of the Headlessor, which must not be reasonably withheld.

51. Auctions

The Headlessor or Headlessor's Agent must not do either of the following without the CRS's written consent:

- a) conduct an auction, or allow an auction to be conducted, on the Premises;
- b) conduct an open house, or allow an open house to be conducted, on the Premises.

52. Confidential Information

- a) The Headlessor shall comply in all respects with all privacy, disability and discrimination laws and the Act when dealing with any Confidential Information.
- b) The Headlessor agrees and undertakes that it will keep confidential and will not use for its own purposes and will not without the prior written consent of the CRS disclose to any third party, any Confidential Information which may become known to the Headlessor.
- c) If Confidential Information is disclosed in accordance with subclause (d), the Headlessor will ensure that the person to whom the information is disclosed is made aware of its confidential nature and the obligations restricting its use and disclosure.
- d) Confidential Information may only be disclosed by the Headlessor to those employees, contractors, agents of the Headlessor who:
 - i) have a need to know, and only to the extent that each needs to know; and
 - ii) who have agreed in writing, in a form satisfactory to the CRS, to maintain the confidentiality of such Confidential Information prior to any disclosure to them of that Confidential Information taking place.
- e) The Headlessor accepts responsibility for any use or disclosure of Confidential Information contrary to this clause 52 and will be liable for, and indemnify the CRS against, any requisition, objection, action or claim against the CRS arising in relation to such use or disclosure by the Headlessor.
- f) The Headlessor must make every reasonable effort to notify the CRS immediately upon becoming aware of any breach of this clause 52.

53. Relationship of Parties

Nothing stated in this Agreement must be construed as constituting the CRS and the Headlessor as partners, or as creating the relationship of employer and employee, master and servant or principal and agent either between the parties or between either party and the other party's employee or employees or sub-contractor or sub-contractors. A party must not hold itself out to be the other party's agent nor as having any authority whatsoever to otherwise contract on behalf of the other party.

54. Waiver

Any failure or refusal by the CRS to exercise any right or remedy whether before or after the expiration or earlier termination of this Agreement, shall not be an abandonment or waiver of such right or remedy and the same shall (unless expressly waived by the CRS) accrue retrospectively from the relevant due date for the same.

55. Survival

The covenants, conditions, provisions and warranties contained in this Agreement do not merge or terminate upon completion of the transactions contemplated in this Agreement but to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect and any termination shall not affect either party's pre-existing rights and obligations.

56. Further Assurances

Each party must do all things and execute all further documents necessary to give full effect to this Agreement and refrain from doing anything that might hinder the performance of this Agreement.

57. Warranty on Representations

The Headlessor represents warrants and agrees that all information, representations and warranties furnished by it to the CRS in regards to the Premises are complete and correct and are not misleading nor deceptive in any way, nor likely to be either.

58. Land Title and Property Law Acts

The covenants implied by virtue of the *Land Title Act 1994* (Qld) are not negated but are modified to the extent of any inconsistency with the provisions of this Agreement. The provisions of sections 104, 105, 106(b), 107 and 109 of the Property Law Act 1974 (Qld) do not apply to this Agreement and are excluded from it.
