

# TERMS OF AGREEMENT

## 1. LOCATION

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Tosari Enterprises Pty Ltd  
32-34 Bettina Street, Clayton VIC 3168  
Telephone: (03) 9548 8199  
Facsimile: (03) 9548 8177  
Email: [admin@ozlandhouse.com.au](mailto:admin@ozlandhouse.com.au)  
[www.ozlandhouse.com.au](http://www.ozlandhouse.com.au)

## 2. ELIGIBILITY

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To be eligible to reside at Ozland House Residence, incoming tenant must be attending a recognized Education facility, hold a current student ID or have a letter of enrolment or recommendation from said Education facility. Tenants must be from Overseas, from Interstate or Country Australia. Notwithstanding the above, Management has the final decisions as regards to eligibility of applicants.

## 3. ACCOMMODATION

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Every unit is fully equipped with built-in furnishings in a house of 4 or 5 bedrooms. Some rooms have private en-suite (private shower and toilet) and Walk-In Wardrobe. Each Room is equipped with Internet Connection. Walking distance to Monash University Clayton. ( approx 7mins walk). Walking Distance to Bus Stops ( approx 2 minutes walk).

## 4. RENT

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Rent includes:

All outgoings including electricity, gas, water, rates.

Regular Cleaning of common areas.

Regular garden maintenance.

### **Long Term Tenancy (12 months or more)**

A 2 weeks rent in advance is payable to Tosari Enterprises Pty Ltd.  
Room rent is payable one month in advance from the day of occupancy.

### **Short Term Tenancy (6 months or less)**

A 2 weeks rent in advance is payable to Tosari Enterprises Pty Ltd.  
Room rent is payable one month in advance from the day of occupancy.

### **Temporary Tenancy (28 days or less)**

A 2 weeks rent in advance is payable to Tosari Enterprises Pty Ltd.  
Short term tenants must pay room rental charges for the full period of occupancy on arrival.

**Rent may be reviewed every time contract is renewed.**

**Surcharge of \$50/month/person is to be applied in winter months of June, July and August.**

**Tenants who wish to go for a holiday longer than 1 month must notify management. Full rent for the duration of the holiday must be paid in advance. Failure to notify management and failure to pay the full rent in advance may cause the room to be vacated.**

## **5. VACATING THE RESIDENCE or RENEWAL OF CONTRACTS**

**One month notice of intention to vacate** must be given if contract is to be broken. Tosari Enterprises Pty Ltd will try to help to find replacement to take over the contract. If no one is available to take over the contract, tenants have the full responsibility to pay rents till the end of contract.

Failure to return keys will incur a cost to tenant.

Rooms will be inspected following vacation. Costs of damages, missing items, or excessive cleaning requirements will be a cost to tenant.

**Without any notice of vacating, contract will automatically be renewed with the same term and condition.**

## **6. OUT-OF-HOURS SUPERVISOR**

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**Name:** Wawan  
**Mobile:** 0414 983 120  
**Email:** [wawan@exel-solutions.com.au](mailto:wawan@exel-solutions.com.au)

**Name:** Bob  
**Mobile:** 0413 652 987  
**Email:** [bob@exeltek.com.au](mailto:bob@exeltek.com.au)

The primary role of the Out-of-Hours Supervisor is to provide out-of-hours emergency assistance to tenants of Ozland House.

### **Examples of Incidents to report to Out-of-Hours Supervisor:**

#### **6.1). Major Maintenance Breakdowns**

- A burst water service
- A blocked or broken lavatory system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure or breakdown of any essential service or appliance provided by Ozland House for hot water, water, cooking, heating or laundry
- A failure or breakdown of the gas, electricity or water supply
- Any fault or damage that makes the rented premises unsafe or insecure
- Any breakdown of appliances fitting or fixture which will cause a substantial amount of water to be wasted

#### **6.2). Behavioral Disturbances**

#### **6.3). Broken Main Door Lock.**

## **7. BEHAVIOUR**

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Tenants are required to behave in an appropriate manner at all times and show consideration to staff and other tenants.

The tenant must not use the premises for illegal or immoral purposes.

We are to be notified if you intend to have a party of more than 10 people..

### **SEXUAL HARASSMENT AND RACIAL DISCRIMINATION WILL NOT BE TOLERATED WITHIN THE RESIDENCE.**

Any complaints of this nature should be reported.

Such complaints will be thoroughly investigated and appropriate action taken.

#### **7.1 Illicit Drug Use**

Ozland House has adopted a zero tolerance policy regarding drug use, supply or cultivation within Ozland House Residence.

Tenants will face immediate eviction from the building if found to be participating in such activities. Management will not hesitate to involve the police should circumstances warrant such action.

#### **7.2 Alcohol**

Aggressive or unruly behavior whilst under the influence of alcohol will result in immediate eviction from the Residence.

#### **7.3 Eviction from the Residence**

Tenants who are evicted from the Residence for breaches of the Terms of Agreement are not permitted into the Residence from the date of eviction. Remaining tenants are not to permit evicted tenants to enter the building or they too will face the penalty of eviction.

## **8. ROOMS**

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Responsibility for room security, cleanliness and tidiness is placed with each tenant. Ensure your room is locked at all times. Nails, drawing pins or adhesive materials must not be used on walls or furniture. The use of 'blue-tack' is permitted. The tenant has an obligation to keep and maintain his/her room in good repair, order and condition. Tenants are prohibited from making any alterations or additions to the premises.

Bed and Mattress are provided in each room. Tenants are to supply their own pillows and bedsheet and blankets.

En-Suite facilities cleaning is the responsibility of tenant.  
Ozland House reserves the rights to inspect rooms regularly upon 1 week notice.

Tenants who want the cleaner to clean their En-Suite facilities must provide access to their rooms to the cleaner.

## **9. APPEARANCE OF OZLAND HOUSE RESIDENCE**

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- 9.1). Please take pride in maintaining the care and appearance of the Residence.  
9.2). Kitchen area: **CLEAN UP** the pantry, stove and your own utensils after use. Cooking utensils, cutlery and crockery etc. are to be put back to cupboard and drawers after use.  
Tenants are responsible for the maintenance and cleaning of rooms. A vacuum cleaner is available for use and must be returned to storeroom immediately after use.

**PERIODICAL ROOM CHECKS WILL BE CARRIED OUT TO ENSURE THAT TENANTS ARE FULFILLING THEIR OBLIGATIONS.**

## **10. ELECTRICAL SAFETY**

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The following items **ARE NOT PERMITTED** to be used in the building:  
**RADIATOR OR FAN HEATERS.**

Cooking appliances can only be used in the kitchen.

The following items **are not permitted** to be used in your room:  
Kettles, toasters, coffee makers, microwaves, rice cookers, toaster ovens, and sandwich makers.

## **11. CAR PARKING**

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Off-the streets car parkings are available to be rented out to tenants with the cost of \$50 extra per month.

Tenants who do not rent car parks have to find their own place to park their cars.

## **12. LAUNDRY FACILITIES**

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A coin operated washing machine and dryer are provided in the laundry room and tenants are expected to make use of these facilities.

## **13. KITCHEN**

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All unit of Ozland House have a kitchen for use by tenants. Ozland House will provide cutlery, crockery, pots, pans and cooking utensils and tenants are responsible for cleaning and storing of these items.

## **14. TERMINATION OF AGREEMENT**

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The agreement may be terminated:

- 14.1** Immediately by Ozland House in the event that the tenant breaches any of the terms of Agreement; or  
**14.2** By either party upon fourteen (14) days notice for any serious reason.  
**14.3** Tenants should note that when rooms are vacated an inventory inspection is carried out and rooms checked for damage.  
**14.4** Tenants will be charged for replacement costs of items unaccounted for, or damages caused (other than fair wear and tear).  
**14.5** Please make sure lights and fan are turned off and door kept opened and keys are returned.

## **15. PROPERTY AND PERSONAL INJURY**

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Ozland House will not accept responsibility for lost or stolen property.

- 15.1** The tenant, in his/her discretion, is to be responsible for insuring his/her possessions.
- 15.2** Ozland House will not be liable for any injury or damage which may be caused to the tenant or to the tenant's property or to the tenant's visitors or their property by reason of any happening on the premises howsoever caused and the tenant is to indemnify the landlord in this regard.
- 15.3** Ozland House will not be liable to the tenant on any other person for any loss or damage arising from any defect in any plumbing, sewerage, water, fire protection system or other pipe, or any action or neglect of other occupants of the premises.

## **16. MAINTENANCE**

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Tenants are requested to liaise with staff if maintenance is required to their room area. Ozland House is permitted to enter a tenant's room to carry out maintenance and repairs as deemed necessary.

## **17. SMOKING**

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**SMOKING IS PROHIBITED** everywhere in the house, including all balcony areas. Smoking constitutes a serious fire safety & health hazard to tenants. Smoking is only permitted outside the house. Tenants are responsible for ensuring that their visitors comply with this policy. Tenants should also note that the use of incense or lighted candles is not permitted in Ozland House Residence.

## **18. VISITORS**

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Tenants are permitted visitors in Ozland House Residence and are held responsible for their behavior.

Overnight visitors are not permitted unless prior arrangements for a room have been made.

Tenants who have unauthorized overnight visitors will face eviction from Residence and will be charged for the visitor's stay.

A Charge of \$15/day/person extra is applied if you wish to accommodate guest in your room for a short stay.

## **19. ABANDONED POSSESSIONS**

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Possessions abandoned by a tenant at the expiry of tenancy will be stored by Ozland House for a period of one month. After this time, Ozland House will dispose of the possessions.

## **20. PETS**

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Pets **are not permitted** in Ozland House Residence.

## **21. TELEPHONES/INTERNET**

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A broadband cable service is provided to tenants by Exeltek Solutions Pty Ltd. Information sheets are available on the website.

**Tenants who wish to go for a holiday longer than 1 month must notify management and full rent for the duration of the holiday must be paid in advance.  
Failure to notify management and failure to pay the full rent in advance may cause the room to be vacated**