

Doctor

TERAMENES GOMEZ HENRIQUEZ

Juez Primero Pequeñas Causas

E. S. D

Ref.- Acción Ejecutiva . Actor: Cooperativa de la Guajira Confiamos . Demandados: Manuela Ramirez Amaya y otro

Rad: 2022-00209

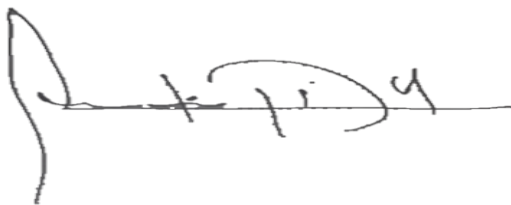
**BENEFICIO DE EXCLUSION**

Señor Juez

Atentamente, quien suscribe, Laurentino Perez Arregoces, identificado con la cedula de ciudadanía No. 8.313.764 de Medellín, abogado en ejercicio con T.P No. 34.994 del C.S.J actuando en armonía con el poder a mi conferido por la demandada, teniendo en cuenta que mi poderdante desde hace mas de dos años reside en la ciudad de Melbourne (Australia) , donde adelanta estudios superiores en la Universidad de Monash y en consecuencia no trabaja, es decir no es solvente económicamente por esta razón es el demandado señor AUGUSTO PINEDO BERMUDEZ , quien efectivamente labora y devenga su salario, y recibió y quien dispuso de los dineros que configuro el crédito , que confiamos le entrego como crédito, cuando mi protegida trabajaba para el Hotel Taroa y fue compañera de trabajo del demandado principal, pero le reitero , el estado de insolvencia de nuestra poderdante. Por todo lo anterior nos permitimos plantear la excepción previa de Beneficio de Exclusión por que el deudor principal tiene con que responder ya que trabaja y nuestra protegida reside en Melbourne Australia donde esta domiciliada y puntualizamos que se encuentra plenamente dedicada a sus estudios superiores patrocinada medi

Pido con todo respeto se tramite la excepción por nosotros planteada.

Señor Juez, respetuosamente,

A handwritten signature in dark ink, appearing to read 'Laurentino Perez Arregoces', written over a horizontal line.

LAURENTINO PEREZ ARREGOCES

CC. No. 8,313.764 de Medellin

T.P. No. 34.994 del CSJ

**Fwd: 2022-00209-00 CONTESTACION DEMANDA**

Laurentino Perez Arregoces <[laurentinoabogados@gmail.com](mailto:laurentinoabogados@gmail.com)>

Lun 05/12/2022 14:13

Para: Juzgado 01 Pequeñas Causas Competencia Múltiples - La Guajira - Riohacha  
<[j01pqccmrhoa@cendoj.ramajudicial.gov.co](mailto:j01pqccmrhoa@cendoj.ramajudicial.gov.co)>

LAURENTINO PEREZ ARREGOCES  
T.P No 34.994

----- Forwarded message -----

De: **Laurentino Perez Arregoces** <[laurentinoabogados@gmail.com](mailto:laurentinoabogados@gmail.com)>

Date: mié, 13 jul 2022 a las 11:51

Subject: 2022-00209-00 CONTESTACION DEMANDA

To: <[j01pqccmrhoa@cendoj.ramajudicial.gov.co](mailto:j01pqccmrhoa@cendoj.ramajudicial.gov.co)>

Señor juez con el presente nos permitimos remitir nuestro escrito de contestación a la demanda de la referencia y que se añade la excepción previa de beneficio de exclusión de mi protegida Manuela Ramirez.

LAURENTINO PEREZ ARREGOCES  
T.P No 34.994

**Biggin & Scott Richmond**

28 Bridge Road,  
Richmond, VIC 3121

P: (03) 9426 4000



# Residential Rental Agreement

for

4/67 Tennyson Street, Elwood VIC 3184

This agreement is between **Jess Maunder**  
and **David Drohan, Manuela Ramirez Amaya**.

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# Residential Rental Agreement of no more than 5 years

*Residential Tenancies Act 1997 Section 26(1)*

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Thu 10/03/2022

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

### 2. Premises let by the rental provider

Address of premises

4/67 Tennyson Street, Elwood VIC

Postcode 3184

### 3. Rental provider details

Full name or company  
name of rental  
provider

Jess Maunder

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

Biggin & Scott Richmond

Address

28 Bridge Road, Richmond, VIC

Postcode 3121

Phone number

(03) 9426 4000

ACN (if applicable)

Email address

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

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#### 4. Renter details

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

Full name of <b>renter 1</b>	David Drohan	
Current Address:		Postcode
Phone number:	0481844254	
Email:	daviddrohan@gmail.com	
Full name of <b>renter 2</b>	Manuela Ramirez Amaya	
Current Address:		Postcode
Phone number:	0406 365 194	
Email:	manuelaramiresamaya@gmail.com	
Full name of <b>renter 3</b>		
Current Address:		Postcode
Phone number:		
Email:		
Full name of <b>renter 4</b>		
Current Address:		Postcode
Phone number:		
Email:		

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#### 5. Length of the agreement

<input checked="" type="checkbox"/> Fixed term agreement	Start date	Fri 11/03/2022	(this is the date the agreement starts and you may move in)
	End date	Fri 10/03/2023	
<input type="checkbox"/> Periodic agreement (monthly)	Start date		

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

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**6. Rent**

Rent amount(\$) (payable in advance)	<input type="text" value="1738.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="15th day of each month"/>
Date first rent payment due	<input type="text" value="Fri 11/03/2022"/>

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**7. Bond**

The renter has been asked to pay 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](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1738"/>
Date bond payment due	<input type="text" value="Fri 11/03/2022"/>

**Part B – Standard terms**

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**8. Rental provider's preferred method of rent payment**

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

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

(Rental provider to tick permitted methods of rent payment)

<input checked="" type="checkbox"/> direct debit	<input type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay	<input type="text"/>				

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

Alanna Maunder: amaunder@bigginscott.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

David Drohan: davidjdrohan@gmail.com

☐ No

Renter 2

☒ Yes

Manuela Ramirez Amaya: manuelaramiresamaya@gmail.com

☐ No

Renter 3

☐ Yes

☐ No

Renter 4

☐ Yes

☐ No

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## 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

Biggin & Scott

Emergency phone number

9426 4000

Emergency email address

richmond@bigginsscott.com.au

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## 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.

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## 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

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## 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.
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### 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.

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### 17 Swimming pool barrier safety activities

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

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

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
  - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
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### 18 Relocatable pool safety activities

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

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

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### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

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

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

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

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### 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](https://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](https://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](http://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 Biggin & Scott Richmond will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Biggin & Scott Richmond 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 Biggin & Scott Richmond may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Biggin & Scott Richmond 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

Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond.

**38. No Representations**

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

**64. Urgent Repairs**

The Renter acknowledges that Biggin & Scott Richmond 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 Biggin & Scott Richmond during business hours or after hours information service on 9426 4000 or Biggin & Scott Richmond 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 Biggin & Scott Richmond. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Biggin & Scott Richmond may impose reasonable conditions. It is not unreasonable for the Rental Provider or Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Biggin & Scott Richmond;
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 Biggin & Scott Richmond 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond. 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 Biggin & Scott Richmond 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 Biggin & Scott Richmond but such notice shall only become effective on receipt by the Rental Provider or Biggin & Scott Richmond.

**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. Smoke Alarm Instructions**

### **Residential Tenancy Regulations 2021**

#### **Smoke alarm safety activities**

In accordance with the provisions of the Residential Tenancy Regulations a residential rental provider must provide a renter with information about the smoke alarms in the rental property. The information required to be provided is as follows:

#### Schedule 3 – Safety-related activities

3 (3)(a) - How a smoke alarm operates: The smoke alarms in residential properties are powered by a 9 volt battery, 240 volt mains power or a combination of both. Sensors in a smoke alarm are designed to sense the smoke created by a fire and sound a siren to alert any occupants of any impending danger.

3 (3)(b)- How to test a smoke alarm: The smoke alarms in residential properties are provided with a test button that allows the alarm's siren to be tested for correct operation. The test button is usually located on the bottom face of the alarm. It should be pressed for a minimum of 10 seconds or until the siren sounds. If a loud siren does not sound within 10 seconds the alarm should be inspected by a professional fire protection contractor.

3 (3)(c) - Renters obligations regarding smoke alarms: It is a renter's obligation to NOT tamper with a smoke alarm and to immediately report to their managing agent if a smoke alarm is not in working order.

#### Renter Acknowledgement

1. David Drohan viewed and acknowledged at Thu, 10/03/2022 14:18 from device: Windows 10 Other Chrome 99.0.4844
2. Manuela Ramirez Amaya viewed and acknowledged at Thu, 10/03/2022 14:20 from device: iOS 15.3 iPhone Mobile Safari 15.3

## 2. OC RULES

# Model rules for an owners corporation

## 1. Health, safety and security

### 1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### 1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
3. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
4. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## 2. Management and administration

## 2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
4. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
5. is paid directly to the lot owner or occupier as a refund.

## 3. Use of common property

### 3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### 3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 4. Lots

### 4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## 5. Behaviour of persons

### 5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### 5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

#### Renter Acknowledgement

1. David Drohan viewed and acknowledged at Thu, 10/03/2022 14:18 from device: Windows 10 Other Chrome 99.0.4844
2. Manuela Ramirez Amaya viewed and acknowledged at Thu, 10/03/2022 14:20 from device: iOS 15.3 iPhone Mobile Safari 15.3

### 3. Bench Tops

THE RENTERS AGREE NOT TO PLACE HOT DISHES DIRECTLY ON THE BENCH TOPS TO AVOID DAMAGE. THE RENTERS AGREE NOT TO PLACE RED WINE OR BEETROOT JUICE DIRECTLY ON THE BENCHTOPS TO AVOID STAINING. THE RENTERS ACKNOWLEDGE AND AGREE NOT TO LEAVE ANY ACIDIC ITEMS ON THE BENCHTOPS (EG. LEMON) AND THAT ANY SPILLS ON THE BENCHTOPS WILL BE WILL BE WIPED UP IMMEDIATELY

#### Renter Acknowledgement

1. David Drohan viewed and acknowledged at Thu, 10/03/2022 14:18 from device: Windows 10 Other Chrome 99.0.4844
2. Manuela Ramirez Amaya viewed and acknowledged at Thu, 10/03/2022 14:20 from device: iOS 15.3 iPhone Mobile Safari 15.3

### 4. Senior Management - Team Leader Eva Chan

Biggin & Scott Richmond provide the below avenues to contact Senior Management for your benefit.

Your Property Manager has a Team Leader who you can contact for any matter if required.

If you feel the need to contact Senior Management the below contacts are also available to you.

IF YOU FAIL TO MAKE CONTACT/ ADVISE SENIOR MANAGEMENT FOR OUTSTANDING MATTERS, ANY CLAIMS YOU MAY SEEK YOU ACCEPT ARE VOID.

#### **EVA CHAN**

*Team Leader*

P: 03 9426 4003

E:  
echan@bigginscott.com.au

#### **GRANT GIFFORD**

*Director*

P: 03 9426 4000

E:  
ggifford@bigginscott.com.au

#### **MICHELLE CARTER**

*Office Manager*

P: 03 9426 4056

E:  
mcarter@bigginscott.com.au

I acknowledge I have read the above and fully understand my obligations

#### Renter Acknowledgement

1. David Drohan viewed and acknowledged at Thu, 10/03/2022 14:18 from device: Windows 10 Other Chrome 99.0.4844
2. Manuela Ramirez Amaya viewed and acknowledged at Thu, 10/03/2022 14:19 from device: iOS 15.3 iPhone Mobile Safari 15.3

## Privacy Collection Notice

As professional property managers **Biggin & Scott Richmond** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: (03) 9426 4000

### Primary Purpose

As professional property managers, **Biggin & Scott Richmond** 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 **Biggin & Scott Richmond** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

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

### Disclaimer

**Biggin & Scott Richmond** 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. **Biggin & Scott Richmond** 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.



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## 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 : **Alanna Maunder** on behalf of **Jess Maunder** (Rental Provider)



Signed at Thu, 10/03/2022 14:22 , from device: Windows 10 Other Chrome 99.0.4844

### Renter(s)

Renter 1: **David Drohan**



Signed at Thu, 10/03/2022 14:20 , from device: Windows 10 Other Chrome 99.0.4844

Renter 2: **Manuela Ramirez Amaya**



Signed at Thu, 10/03/2022 14:21 , from device: iOS 15.3 iPhone Mobile Safari 15.3

## AUDIT TRAIL

### David Drohan (Renter)

- Thu, 10/03/2022 14:15 - David Drohan clicked 'start' button to view the Residential Rental Agreement (*Windows 10 Other Chrome 99.0.4844, IP: 194.223.17.170*)
- Thu, 10/03/2022 14:20 - David Drohan signed the Residential Rental Agreement (*Windows 10 Other Chrome 99.0.4844, IP: 194.223.17.170*)
- Thu, 10/03/2022 14:20 - David Drohan submitted the Residential Rental Agreement (*Windows 10 Other Chrome 99.0.4844, IP: 194.223.17.170*)

### Manuela Ramirez Amaya (Renter)

- Thu, 10/03/2022 13:51 - Invite sent to Manuela Ramirez Amaya
- Thu, 10/03/2022 14:18 - Manuela Ramirez Amaya clicked 'start' button to view the Residential Rental Agreement (*iOS 15.3 iPhone Mobile Safari 15.3, IP: 49.184.56.69*)
- Thu, 10/03/2022 14:21 - Manuela Ramirez Amaya submitted the Residential Rental Agreement (*iOS 15.3 iPhone Mobile Safari 15.3, IP: 49.184.56.69*)

**Alanna Maunder (Rental Provider's Agent)**

Thu, 10/03/2022 14:22 - Alanna Maunder clicked 'start' button to view the Residential Rental Agreement

Thu, 10/03/2022 14:22 - Alanna Maunder signed the Residential Rental Agreement

Thu, 10/03/2022 14:22 - Alanna Maunder submitted the Residential Rental Agreement

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**AGREEMENT END**

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Bogotá, 28 de junio de 2021

## A quien pueda interesar

Ref. Beneficiario Departamento de la Guajira, Manuela María Ramírez Amaya

Apreciados señores:

Informamos que la señora Manuela María Ramírez Amaya, le fue otorgado un crédito educativo de Departamento de la Guajira para financiar su maestría en *International Sustainable Tourism Management* en Monash University ubicada en Australia. La financiación es por **COP 214,167,200**, la cual inició en marzo 2020 y finaliza en diciembre 2021.

Para que la beneficiaria y/o la universidad reciban los giros de Colfuturo, la señora Ramírez Amaya deberá cumplir con los requisitos de desembolso dentro de las fechas límite establecidas en el reglamento de Departamento de la Guajira. Cualquier saldo después del pago efectuado por Colfuturo, deberá ser asumido directamente por el estudiante.

El esquema de financiación de Departamento de la Guajira consiste en un crédito educativo que puede ser hasta 100% condonable si la beneficiaria cumple con las condiciones definidas por Departamento de la Guajira.

### Gestión de Becas Externas - GBE

Administrado por Colfuturo

Cra. 15 N° 37 - 15 Bogotá - Colombia

57 (1) 340 5394 / Fax: 57 (1) 287 2630

NIT 800.145.400-8

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La financiación de **Manuela María Ramírez Amaya** está distribuida de la siguiente manera:

#### Maestría

Rubro	Moneda	2020	2021	Total
Matrícula	COP	89,828,131	89,209,877	<b>179,038,007</b>
Pasaje	COP	4,160,000	-	<b>4,160,000</b>
Seguro	COP	-	-	-
Sostenimiento	COP	11,274,800	13,528,088	<b>24,802,888</b>

#### Curso de Idioma


Rubro	Moneda	2020	Total
Matrícula	COP	26,000,000	<b>26,000,000</b>

*Nota: el presupuesto nunca podrá superar el tope máximo de **COP 214,167,200**.  
Adicionalmente, y de acuerdo con la tasa de cambio actual, el total a financiar equivale a  
USD 57,278 o EUR 42,833. Para las demás monedas, por favor contactar a su fuente de  
tasas de conversión más confiable.*

Colfuturo es una organización sin ánimo de lucro y actúa como operador académico y financiero de la convocatoria No. 810 de Departamento de la Guajira.

No dude en comunicarse con nosotros, si requiere información adicional.

Cordialmente,



Constanza Londoño Reyes  
Directora Gestión de Becas Externas  
colgbe@colfuturo.org

Archivo: 1118858148, Manuela María Ramírez Amaya  
Entrega: online

Para verificar la autenticidad del documento, ingrese a  
<https://www.colfuturo.org/sponsorletter/> con el código: AS3A NPY6.

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