

Koala Apartment Pty Ltd (ACN 624 914 334) trading as

Inndeavor Services

Rental Services Agreement

Level 10 50 Clarence Street SYDNEY NSW 2000

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Rental Services Agreement

Parties

Koala Apartment Pty Ltd (ACN 624 914 334) trading as Inndeavor Services with its office at Suite 14, 85 Bourke Road, Alexandria NSW 2015 ("Inndeavor")

AND

Each person named in the Schedule as a tenant (the "Tenant").

Background

- A The Tenant has entered into a Residential Lease for the Property and will be residing in the Property during the term of the same.
- B At the Tenant's request, Inndeavor has agreed to provide various services to the Tenant which relate to the Property.
- C The parties hereby record the terms and conditions of the services to be provided.

1 Definitions and interpretation

Definitions

1.1 In this agreement the following definitions apply:

Attendance Fee means the attendance fee specified in Item 5 of the Schedule;

Business Day means any day other than a Saturday, Sunday, bank holiday or public holiday in New South Wales;

Cleaning Services means the cleaning services specified in clause 6.2 and provided in accordance with clause 6 of this agreement;

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, Security Interest, title retention, preferential right or trust arrangement, claim, covenant, easement or any other security arrangement or any other arrangement having the same effect:

Extra Cleaning Services means the extra cleaning services specified in Item 6 of the Schedule (if any);

Event of Default means each of the events described in clause 8;

Furniture means the items of furniture as specified in "Annexure 1 – Furniture" of this agreement or provided to the Tenant pursuant to this agreement;

Furniture Condition Report means the furniture condition report as specified in "Annexure 2 – Furniture Condition Report" of this agreement;

Furniture Rental means the agreement to rent the Furniture to the Tenant in accordance with clause 5 of this agreement;

Payment Account means the bank account with Commonwealth Bank of Australia, Account Name: Inndeavor Services, BSB 062-200, Account Number 1046 1040 or as nominated by Inndeavor in writing to the Tenant;

PPS Register means the Personal Property Securities Register established under section 147 of the PPSA;

PPSA means the Personal Property Securities Act 2009 (Cth);

Property means the residential premises specified in Item 1 of the Schedule;

Residential Lease means any lease, sub-lease, licence or agreement granting the right of occupation to the Tenant for the Property;

Security Deposit means the amount specified in Item 7 of the Schedule;

Security Interest has the meaning given to the term 'security interest' in the PPSA;

Service Fee means the service fee specified in Item 4 of the Schedule;

Services means the services specified in Item 3 of the Schedule; and

Term means the term specified in Item 2 of the Schedule unless terminated prior in accordance with the terms and conditions of this agreement.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
 - (A) Headings are inserted for convenience only and do not affect the interpretation of this agreement.
 - (B) If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.
 - (C) A reference in this agreement to dollars or \$ means Australian dollars and all amounts payable under this agreement are payable in Australian dollars.
 - (D) A reference in this agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

- (E) A reference in this agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (F) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this agreement.
- (G) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (H) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (I) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (J) References to the word 'include' or 'including' are to be construed without limitation.
- (K) Any schedules and attachments form part of this agreement.

Operative provisions

2 Effect of this agreement

- 2.1 This agreement does not grant any right of occupation to the Tenant and is not intended in any way to create a tenancy agreement to which the *Residential Tenancies Act* 2010 applies.
- 2.2 This agreement is conditional upon the Tenant being granted the right of occupation to the Property as evidenced by the Residential Lease. The Tenant further warrants that it will comply with the Residential Lease and any default under the Residential Lease will be considered a default under this agreement.
- 2.3 Inndeavor provides the Services to the Tenant pursuant to the terms and conditions of this agreement. The Tenant acknowledges that Inndeavor is not acting as agent, employee or representative of the registered proprietor, sub-lessor or occupier of the Property or any other third party.

3 Service Fee

- 3.1 Subject to the terms and conditions of this agreement, Inndeavor agrees to provide the Services to the Tenant during the Term.
- 3.2 In consideration of the Services, the Tenant agrees to pay Inndeavor by way of electronic bank transfer into Payment Account and in monthly payments in advance, the Service Fee and all other fees and charges set out in this agreement promptly and without any set-off or deduction.

3.3 Inndeavor may, at any time, request that the Tenant pay the Service Fee via direct debit or automatic payment means. Any charges associated with establishing or maintaining such means of payment, including any ongoing processing fees, charges or surcharges will be paid by the Tenant.

4 Security Deposit

- 4.1 On or before the date of this agreement, the Tenant shall pay to Inndeavor the Security Deposit by cash deposit or electronic transfer into the Payment Account. The Security Deposit will be held by Inndeavor for the due and prompt performance of the Tenant's obligations under this agreement.
- 4.2 Inndeavor may, without notice, upon any default by the Tenant under this agreement and without prejudice to any other rights and remedies provided by this agreement or by law, use the Security Deposit to the extent necessary to make good any arrears of the Tenant's payment obligations and/or any damage, injury, expense or liability which, in the reasonable opinion of Inndeavor, it has sustained as a result of the default.
- 4.3 The Tenant agrees to promptly pay to Inndeavor upon request, any additional payments required to maintain the level of Security Deposit held by Inndeavor.
- 4.4 For the avoidance of doubt, the Security Deposit paid to Inndeavor will not held on trust or in a controlled money account. The Security Deposit (subject to any deductions made pursuant to this agreement) will generally be refunded back to the Tenant within 14 days of the end of the Term but the Tenant acknowledges that this refund process may take up to 180 days.

5 Furniture Services

- 5.1 This clause 5 applies if Furniture Services are marked in Item 3 of the Schedule.
- 5.2 Inndeavor leases to the Tenant and the Tenant leases from Inndeavor the Furniture for the Term. No warranty is given by Inndeavor to the Tenant as to the suitability of the Furniture for use in the Property.
- 5.3 The Tenant must pay upon demand by Inndeavor:
 - (a) all costs incurred in cleaning the Furniture (whether during the Term or upon return to Inndeavor);
 - (b) the full cost of repairing any damage to the Furniture (save for fair wear and tear) if the Furniture is capable of being repaired;
 - (c) the full replacement cost of any Furniture which is lost or in the reasonable opinion of Inndeavor, damaged beyond repair; and
 - (d) all costs and expenses (including legal costs) on a full indemnity basis for any costs and expenses incurred by Inndeavor in enforcing this agreement.
- 5.4 On or before the commencement of the Term, Inndeavor will deliver the Furniture to the Tenant at the Property. In the event that Inndeavor fails to delivery any Furniture to the Tenant, the Tenant must advise Inndeavor of this within one (1) Business Day of

the commencement of the Term. Inndeavor warrants that it will use reasonable endeavours to deliver missing items of Furniture to the Tenant within a reasonable period of time; however, the failure to supply any items of Furniture does not create any right of set-off or deduction and the Tenant must continue to pay the Service Fee when due and in full.

- The Tenant shall inspect the Furniture and satisfy him or herself as to the working condition of the Furniture and return a completed Furniture Condition Report to Inndeavor within seven (7) days. If the Tenant is of the opinion that any Furniture is not in good working condition, then they must notify Inndeavor within the first seven (7) days of delivery and provide Inndeavor with the opportunity to repair same or offer a replacement. If the Tenant does not notify Inndeavor within this period, then the Furniture is deemed to be in good working condition and clause 5.3 will apply to any damage notified thereafter.
- The Tenant may not reject furniture due to change of mind, aesthetics, size, condition, quality, colour or quality but may submit a request to Inndeavor for the exchange or return of any Furniture. The approval of such requests is at the full and absolute discretion of Inndeavor and Inndeavor may impose additional terms and conditions to any approval.
- Inndeavor will arrange for the Furniture to be collected from the Property, on or within a reasonable period after the expiry of the Term or when Inndeavor deems necessary in its absolute discretion. Inndeavor will provide the Tenant with at least one Business Days' notice of the anticipated collection date and time. The Tenant must ensure that unimpeded access is granted to Inndeavor over the Property and any corresponding common property, such as foyers, loading docks, lifts and parking.
- 5.8 The Tenant agrees to pay the Attendance Fee, in full and in advance, for each occasion whereby Inndeavor delivers or collects (or attempts to deliver or collect) the Furniture in accordance with clauses 5.4 and 5.7 of this agreement.
- 5.9 The Tenant must, during the Term:
 - (a) use the Furniture for its intended use only and in accordance with any instructions or manuals supplied (if any);
 - store the Furniture safely and securely and away from theft, loss or damage and not remove the Furniture from the Property or expose same to weather outdoors; and
 - (c) ensure that the Furniture is not subject to neglect, damage or misuse.
- 5.10 The Tenant must, at the end of the Term return the Furniture to Inndeavor in the exact and same condition as identified in the Furniture Condition Report (save for fair wear and tear).
- The Tenant assumes all risk and liabilities associated with the Furniture hereby releases Inndeavor from all claims, actions, suits, demands, costs, damages and expenses arising from injury or death to persons or damage to property irrespective of whether such loss, claim or damage is a result of, or attributable to, Inndeavor's negligence.

- 5.12 The Tenant further indemnifies Inndeavor from all claims, actions, suits, demands, costs, damages, and expenses arising from the use or attributable to Furniture for its full replacement value. The Tenant may elect to obtain insurance for the Furniture at its own accord and shall be responsible for any premiums and excess fees payable to the insurer. If required by Inndeavor, the Tenant will do all acts required including signing all documents to assign the benefit of any compensation paid by the insurer to Inndeavor. However, nothing in this clause shall restrict Inndeavor's rights to claim under the Security Deposit.
- 5.13 The Tenant warrants that it will not cause or allow any Encumbrance over the Furniture and furthermore, hereby charges the Furniture in favour of Inndeavor and agrees that Inndeavor may, at the Tenant's cost, register a Security Interest over the Furniture on the PPS Register to secure the payment of the monies due and payable under this agreement.
- 5.14 Without prejudice to Inndeavor's remedies pursuant to this agreement or by law, the Tenant hereby grants Inndeavor with an irrevocable licence and authority to enter the Property at any time to repossess the Furniture in the event of default under this agreement.

6 Cleaning Services

- 6.1 This clause 6 applies if Cleaning Services are marked in Item 3 of the Schedule.
- 6.2 Inndeavor is an independent contractor and will provide their own cleaning equipment and supplies to carry out the Cleaning Services in a reasonable workmanship like manner. Inndeavor may sub-contract the Cleaning Services out to an independent third party without the Tenant's consent.
- 6.3 Cleaning Services will be provided in the frequency stipulated under Item 3 of the Schedule and during normal business hours. The Tenant agrees to provide Inndeavor with one set of keys to enter the Property for the purposes of carrying out the Cleaning Services in accordance with this agreement.
- 6.4 Inndeavor does not warrant that the Cleaning Services will be provided at a designated time and date unless agreed to in writing and Inndeavor reserves the right to complete the Cleaning Services in two or more shifts.
- 6.5 Inndeavor warrants that it will reasonably abide by the agreed frequency of Cleaning Services but will not bear responsibility for any delays due to circumstances beyond its control.
- 6.6 If the Tenant refuses to provide Inndeavor with access to the Property during normal business hours, the Tenant is deemed to waive Inndeavor's obligation to provide Cleaning Services for that period and forfeits the Service Fee paid for the same. If access is refused, Inndeavor may but is not obliged to provide Cleaning Services on an alternative time and date.

7 Term

- 7.1 The Tenant may request an extension to the Term, conditional upon the Tenant submitting the request to Inndeavor in writing along with evidence that the Residential Lease will be in effect during the requested extension period.
- 7.2 Inndeavor may, in its absolute discretion, accept or reject the request for the extension or impose additional terms to the request. Any extensions to the Term will be granted in monthly intervals unless stipulated otherwise in writing by Inndeavor.

8 Event of Default

- 8.1 The following are events of default under this agreement:
 - (a) If the Tenant fails to promptly and when due, pay any amount owing payable under this agreement;
 - (b) Any representation, warranty, undertaking, or covenant of the Tenant proves to have been untrue, incorrect or misleading;
 - (c) If the Tenant fails to observe any of the provisions of this agreement, the Residential Lease or other agreement with Inndeavor;
 - (d) If any Furniture:
 - (i) is used for any purpose other than its ordinary purpose;
 - (ii) is abandoned or subject to neglect; or
 - (iii) is wilfully or recklessly damaged;
 - (e) If any legal proceedings, administrative proceedings, arbitration or any other proceedings for the resolution of dispute is taken or threatened against the Tenant which, if decided adversely against the Tenant, would in Inndeavor's opinion, adversely affect the ability of the Tenant to perform any of its obligations under this agreement;
 - (f) If the Tenant is placed under external administration under the provision of Chapter 5 of the *Corporations Act* 2001 or an action is taken which could result in the Tenant being placed under external administration;
 - (g) If the Tenant becomes insolvent or unable to pay its debts when due to the Tenant commits or permits any act of bankruptcy, which shall include:
 - (i) if an individual, the Tenant becomes bankrupt;
 - (ii) filing by any person of a summons for reorganisation, winding up or liquidation proceeding or any other proceeding similar in purpose or effect against the Tenant, if a corporation, unless the Tenant causes the summons to be withdrawn or dismissed within 14 days of filing;
 - (iii) passing of a resolution to wind up or otherwise dissolve the Tenant, if a corporation, except to reconstruct or amalgamate while solvent on terms approved by the Inndeavor or a notice is given for the passing of such resolution;
 - (iv) in the reasonable opinion of Inndeavor, if the Tenant, if a corporation, is subject to an event which could result in the Tenant being wound up;

- (v) if a corporation, the Tenant fails to comply with the notice required by section 459E of the *Corporations Act* 2001; or
- (vi) if any court order or judgment is given confirming the insolvency of the Tenant or approving any reorganisation, winding up or liquidation of the Tenant of a substantial portion of its properties or assets.
- (h) If there occurs any material adverse change in the financial condition, business operations or management of the Tenant which adversely affects in any way the Tenant's ability to meet the obligations under this agreement.
- (i) If any law, regulation, authorisation, approval, license, consent or registration now or hereafter necessary for the full and effective performance of this agreement or any obligations hereunder is repealed, revoked, terminated, expired, withdrawn, withheld or is modified or amended in a manner unacceptable to Inndeavor;
- (j) If any material term or condition of any of the agreement becomes void, voidable or unenforceable or in any way revoked.
- (k) If the Tenant is a corporation and any share is transferred without Inndeavor's written consent.

A determination by Inndeavor that any of the above events has occurred shall be final and binding on the Tenant.

8.2 Indemnification

The Tenant hereby indemnifies Inndeavor from and loss, liabilities and expenses (including legal expenses on a full indemnity basis) that Inndeavor incurs (directly or indirectly) as a result of an event of default.

Without limiting the extent of this indemnity, the Tenant expressly indemnifies Inndeavor from any cost and expenses (including interest) which it suffers from any late payments of any monies due and payable under this Agreement. Inndeavor will calculate and advise the Tenant of its reasonable costs incurred from late payment of any monies by the Tenant.

9 **Termination**

- 9.1 This agreement will be terminated at the end of the Term unless:
 - (a) terminated prior by mutual agreement in writing between the parties; or
 - (b) by written notice from Inndeavor upon:
 - (i) the occurrence of an Event of Default;
 - (ii) Inndeavor serving a default notice (the "**default notice**") on the Tenant

outlining the particulars of the default and giving the Tenant no less than seven (7) days to rectify the breach; and

- (iii) the Tenant failing to comply with the default notice; or
- (c) upon termination of the Residential Lease.
- 9.2 Termination of this agreement will be without prejudice to any rights or remedies that Inndeavor has against the Tenant.

- 9.3 The Tenant agrees that the Service Fee provided under this Agreement is on the basis that the Services are provided for the entire term of the Residential Lease. In the event that the Residential Lease is terminated (for any cause) prior to the expiry of the fixed term (or as extended pursuant to clause 7.1 of this Agreement), then:
 - (a) Inndeavor may need to terminate fixed term agreements it has with providers or sub-contractors of the Services;
 - (b) Inndeavor will suffer a loss due to the termination of the Residential Lease;
 - (c) the Tenant agrees to pay to Inndeavor, by way of liquidated damages, the amount stipulated in Item 8 of the Schedule; and
 - (d) the Parties agree that the amount stipulated in Item 8 of the Schedule is a reasonable pre-estimate of the loss and damages that Inndeavor will suffer due to the early termination of the Residential Lease.

10 Confidential Information

Confidentiality

- 10.1 Each party must keep the terms of this agreement, the contents of all negotiations leading to its preparation and any other information relating to the Services confidential (the "Confidential Information").
- 10.2 Each party must refrain from disclosing or permitting disclosure of Confidential Information to any other person. If a party becomes aware of a breach of this obligation, that party will immediately notify the other party.

Further permitted use and disclosure

- 10.3 This agreement does not prohibit the disclosure of Confidential Information by a party in the following circumstances:
 - (A) the other party have consented to the disclosure in writing; or
 - (B) the disclosure is to a professional adviser in order for it to provide advice in relation to matters arising under or in connection with this agreement and the party disclosing the Confidential Information ensures that the professional adviser complies with the terms of this clause; or
 - (C) the disclosure is required by applicable law or regulation.

Obligations to continue after agreement ends

10.4 All obligations of confidence set out in this agreement continue in full force and effect after this agreement ends.

11 Notices

Giving notices

- Any notice or communication given to a party under this agreement is only given if it is in writing and sent in one of the following ways:
 - (A) Delivered or posted to that party at its address and marked for the attention of the relevant person set out below; or
 - (B) Emailed to that party at its email address and marked for the attention of the person set out below.

Name: Koala Apartment Pty Ltd

Address: Suite 14, 85 Bourke Road, Alexandria NSW 2015

Email:

Tenant: As specified in the Schedule.
Address: As specified in the Schedule.
Email: As specified in the Schedule.

11.2 If a party gives the other party three Business Days' notice of a change of its address or email address, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email address.

Time notice is given

- 11.3 Any notice or communication is to be treated as given at the following time:
 - (A) If it is delivered, when it is left with an individual over the age of sixteen (16) at the relevant address.
 - (B) If it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) Business Days after it is posted.
 - (C) If it is sent by email, as soon as the sender dispatches the email correspondence and does not receive an error transmission in reply within 24 hours after dispatch.
 - (D) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- However, if any notice or communication is given, on a day that is not a Business Day or after 5pm on a Business Day, in the place of the receiving party, it is to be treated as having been given at the beginning of the next Business Day.

12 Miscellaneous

Approvals and consents

12.1 Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

Assignments and transfers

The Tenant must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of each of the other parties.

Entire agreement

12.3 This agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this agreement was executed.

Execution of separate documents

12.4 This agreement is properly executed if each party executes either this document or an identical document. In the latter case, this agreement takes effect when the separately executed documents are exchanged between the parties.

Further acts

12.5 Each party must at its own expense promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

Governing law, jurisdiction and venue

12.6 This agreement is governed by the law of New South Wales, Australia. The parties submit to the exclusive jurisdiction of its courts and the Federal Court of Australia. The parties will not object to the exercise of jurisdiction by those courts. The parties agree the venue for any dispute is Sydney, New South Wales.

No partnership or agency

12.7 Nothing contained or implied in this agreement will create or constitute, or be deemed to create or constitute, a partnership between the parties. A party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other parties to any obligation.

Variation

12.8 No variation of this agreement will be of any force or effect unless it is mutually agreed to in writing between the parties.

Waivers

- 12.9 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 12.10 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.

EXECUTION PAGE

Executed by Koala Apartment Pty Ltd (ACN 624 914 334) in accordance with section 127(1) of the Corporations Act by authority of its directors.

Director/Secretary (Signature)	Director (Signature)
Name of Director/ Secretary (Print Name)	Name of Director (Print Name)
Executed by the Tenant in the presence of:	
Witness (Signature)	Signature
Name of Witness (Print Name)	Name of Tenant (Print Name)
Executed by the Tenant in the presence of:	
Witness (Signature)	Signature
Name of Witness (Print Name)	Name of Tenant (Print Name)

Executed by the Tenant in the presence of:				
Witness (Signature)	Signature			
Name of Witness (Print Name)	Name of Tenant (Print Name)			

Schedule

Tenant(s)	Name:
	Phone number:
	Name:
	Email:
	Phone number:
	Name:
	Email:
	Phone number:
	Name:
	Email:
	Phone number:
Item 1 – Property	
Item 2 – Term	Fixed for the period from/
Item 3 – Security Deposit	
Item 4 – Utility Connection	If Inndeavor is requested to connect utility on behalf of the tenant(s): (Please note \$50 connection administration fee for each account) Electricity

Item 5 – Utility Bills	If Inndeavor pays the utility bill* for the tenant(s) [] Included [] Excluded *Utility limit including electricity and hot water: Studio/1 Bedroom = \$90/month 2 Bedroom = \$140/month 3 Bedroom = \$170/month 4 Bedroom = \$200/month			
Item 6 – Furniture	[] Included [] Excluded (Fill in Item 7 if furniture is included)			
Item 7 – Furniture List	[] Single Bedroom [] Studio/1 Bedroom [] 2 Bedroom [] 3 Bedroom [] 4 Bedroom Other requirements:			
Item 8 – Pets	Pets: [] Yes [] No If yes, please complete pets details: Type of pets://			
Item 9 – Car Park	Number of car park: [] 1 [] 2 [] 3 [] 4			
Item 10 – Others				